

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 726 MINNESOTA AVENUE KANSAS CITY, KANSAS 66101

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Other: Wavely, Municysl
12-2-86

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert O. Morse, Director Waverly Municipal Electric Utility 1500 W. Bremer Avenue Waverly, Iowa 50677



Re: Martha C. Rose Chemicals, Inc. Site

Dear Mr. Morse:

The United States Environmental Protection Agency (EPA) has expended public funds to investigate and respond to releases and threatened releases of hazardous substances at the above referenced site. The EPA may spend additional public funds to further investigate and take corrective action for the control of such releases and threatened releases of hazardous substances at the above referenced site, unless EPA determines that responsible parties will properly perform such actions. Any site actions taken by EPA will be pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. (CERCLA).

Under Sections 106(a) and 107(a) of CERCLA and other laws, responsible parties may be obligated to implement any response action as determined to be necessary by EPA and may also be liable for all costs incurred by the government in responding to any release or threatened release at the site. Such costs can include, but are not limited to, expenditures for investigation, planning, clean-up of the site and enforcement. By this letter, EPA notifies the Waverly Municipal Electric Utility (Utility) of its potential liability with regard to this matter and encourages the Utility to undertake clean-up activities as will be overseen by EPA.

Responsible parties under Section 107(a) of CERCLA include current and past owners and operators. as well as persons who arranged for the transport, treatment, or disposal of hazardous substances. Based on site records, including shipping records, EPA has information indicating that the Utility may be a

responsible party. More specifically, the Agency has reason to believe that the Utility did, by contract, agreement, or otherwise, arrange for the disposal, treatment, or transportation for disposal or treatment of polychlorinated biphenyls (PCBs) at the Martha C. Rose Chemicals, Inc. facility located at 500 West McKissock, Holden, Missouri (Facility).

EPA has determined that a release of hazardous substances, as defined by Section 104(14) of CERCLA, has occurred at the site and that there is a substantial threat of further releases of hazardous substances at the Facility. At the present time, PCBs are the hazardous substances of concern at the site that are endangering and threatening to endanger the public health or welfare or the environment. Releases of PCBs have occurred at the site causing the contamination of soils and sediments. The manner in which PCBs and PCB items are stored or otherwise located at the Facility and the abandonment of the site by Martha C. Rose Chemicals, Inc. (Rose, Inc.) creates the potential for further releases of PCBs through spills and the subsequent air transport of PCB contaminated dust, precipitation runoff from contaminated areas and percolation to groundwater.

On or about March 1, 1986, Rose, Inc. ceased operations at its Facility and virtually abandoned the site leaving behind millions of pounds of PCBs and PCB items. Upon notification of Rose, Inc.'s intent to abandon the site, several entities who had sent PCBs to the Facility for disposal formed the Rose Chemical Steering Committee (Committee) to actively seek a solution to the environmental problems at the site. The EPA has negotiated an Administrative Order on Consent for the implementation of appropriate initial response actions at the site with representatives of the Committee. Committee members, through contracts with Clean Sites, Inc., have undertaken certain response actions to secure and stabilize the site, including; constructing a chain link security fence around the Facility, providing twenty-four (24) hour security-guard services, securing reactive chemicals on-site, draining and containerizing several open pits of liquids located within the Facility, collecting miscellaneous drums and debris that were scattered around the site, inventoring and inspecting all bulk storage tanks, and initiating preliminary surface soil, sludge and air sampling on-site. It is EPA's expectation that Committee members will soon initiate and complete an inventory of all PCBs and PCB items at the Facility. While the inventory is being conducted, EPA expects to begin discussions with Committee members on further response actions at the site including investigations

to define the nature and extent of soil and other contamination at the site and removal and disposal of all PCBs and PCB items. If required response activities are not implemented by the members of the Committee and/or by the Utility in a timely manner, EPA will consider use of public funds to conduct such activities and consider other appropriate actions.

By this letter, EPA is seeking to determine whether or not the Utility will voluntarily undertake and/or participate in appropriate response actions at the site. The Utility should notify EPA, in writing, within fourteen (14) calendar days from the receipt of this letter of its commitment to participate in the negotiations and site clean-up process. Failure to respond in the required time will be the basis for EPA's determination that the Utility declines any participation in the clean-up of the site. EPA will then proceed with its discussions with other participating potentially responsible parties for complete clean-up of the site and consider use of its enforcement options against the Utility.

Your letter to EPA should indicate the appropriate name, address, and telephone number for further contact. If the Utility is already involved in discussions with state or local authorities, engaged in voluntary action, or involved in a lawsuit regarding this site, the Utility should continue such activities as it deems necessary. This letter should not be interpreted as advising or directing the Utility to restrict or discontinue any such activities. However, the status of those discussions or that action should be reported in your response to EPA. If the Utility is a member of the Committee or otherwise involved with the Committee, the response to this letter should so indicate and specify the nature of involvement. The response to this letter should be sent to:

J. Scott Pemberton
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
726 Minnesota Avenue
Kansas City, Kansas 66101

If you need further information, please contact Mr. Pemberton at (913) 236-2809.

EPA would like to encourage good faith negotiations in this matter between the Utility and the Agency, and encourages the Utility to participate in the clean-up of the site through the Committee. The names of the other potentially responsible parties may be revealed if the Utility specifically requests such information in writing, so that meaningful discussions with

the other potentially responsible parties regarding clean-up efforts can be scheduled.

In addition, EPA is seeking to obtain certain information from the Utility for the purpose of enforcing the appropriate provisions of CERCLA, and to assist the Agency in determining the need for a response to a release or threat of a release of hazardous substances under CERCLA. Under the provisions of Section 104 of CERCLA, 42 U.S.C. § 9604, the President, and by delegations the Administrator and Regional Administrators of EPA, and the undersigned have the authority to require the Utility to furnish information relating to the generation, treatment, storage, disposal or transportation of hazardous substances. Pursuant to this statutory provision, the Utility is hereby requested to respond to the following which concerns PCBs and PCB items, as defined in 40 C.F.R. § 761.3, that the Utility did by contract or other agreement arrange with either Rose, Inc. or with a transporter/broker, for the disposal or treatment of such PCBs and PCB items by Rose, Inc. For each shipment of PCBs and/or PCB items for disposal and/or treatment by Rose, Inc., identify:

- 1. The date of shipment and all manifest/invoice numbers pertaining thereto;
- 2. The transporter/broker who transported and/or arranged for the shipment to Rose, Inc.;
- 3. The type and quantity of PCB items shipped [i.e., capacitors, transformers, fifty-five (55) gallon drums, bulk containers];
- 4. The amounts of PCBs and PCB items shipped (in gallons and pounds or kilograms);
- 5. The type and quantity of PCB items, if any, that were drained prior to shipment if the PCBs were disposed of or treated at an alternate facility (other than Rose, Inc.);
- 6. The concentration of PCBs if contained in transformers and bulk containers, including fifty-five (55) gallon drums;
- 7. The dates when said PCBs or PCB items were removed from service and placed into storage for disposal;
- 8. Each facility (name and location) that the PCBs and PCB items were in service, in storage for disposal, or otherwise located prior to being transported to Rose, Inc. (if applicable, include other companies and their facilities);

- 9. The amount of money paid to Rose, Inc. for the disposal and/or treatment of said PCBs and/or PCB items:
- 10. The amount of money paid to the transporter/broker (if other than Rose, Inc.) for the disposal and/or treatment of said PCBs and/or PCB items by Rose, Inc.; and
- 11. Any and all certificates of disposal and/or processing or similar notifications provided to the Utility by Rose, Inc. or by other transporters/brokers that pertain to PCBs and PCB items disposed of or treated by Rose, Inc.

In responding to the above, the Utility may provide the information requested in 1 through 6 by utilizing the attached form which has been provided for your convenience.

In addition, please provide copies of all manifests, invoices, certificates of disposal and/or processing, and PCB annual reports (required by 40 C.F.R. § 761.180) that pertain to each shipment of PCBs and/or PCB items for disposal and/or treatment by Rose, Inc. and copies of all cancelled checks (front and back) relating to the responses to 9 and 10, above. Also provide copies of all correspondence from Environmental Technologies, Inc. that the Utility received and that concerned conditions at the site.

In responding to this request for information, please describe the types of records that were maintained by the Utility of the transactions with the Martha C. Rose Chemicals, Inc. site including the current location of the records and the current custodian, and all efforts that were taken to identify these records. If, in answering any of the above questions, information was obtained through employee interviews, indicate so in your letter and provide the names of the employees interviewed. Pursuant to Section 103(d)(2) of CERCLA, it is unlawful for any person knowingly to destroy, mutilate, erase, dispose of, conceal, or otherwise render unavailable or unreadable or falsify any records.

If the Utility was or is insured for any damages resulting from the release of hazardous wastes and/or hazardous substances, please inform us of the existence of such insurance and provide us with copies of all insurance policies in effect during the period of January 1982 to the present.

The Utility may assert a business confidentiality claim covering part or all of the information submitted pursuant to this letter in the manner set forth in 40 C.F.R. § 2.203(b). If EPA determines that the information so designated meets the criteria set forth in 40 C.F.R. § 2.203, the information covered by such a claim will be disclosed by EPA only to the extent, and

by means of the procedures, specified in 40 C.F.R. Part 2, Subpart B (1986). If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice.

The Utility's response to this request for information must be received by EPA (Mr. Pemberton at the previously listed address) within twenty-one calendar days of your receipt of this letter. The reply to the request for information under Section 104 of CERCLA should be considered separate and distinct from the Utility's reply relating to participation in cleanup response activities at the site.

The factual and legal discussions contained in this letter are intended solely for notification and information purposes. They are not intended to be and can not be relied upon as a final Agency position on any matter set forth herein.

Due to the seriousness of the problem at this site and the attendant legal ramifications, the Agency strongly encourages the Utility to submit a written response within the time frame specified herein. We hope that you will give these matters your immediate attention.

Sincerely yours,

David A. Wagoner

Director,

Waste Management Division

cc: Jene L. Robinson (Chairman Rose Chemical Steering Committee 500 South 27th Street Decatur, Illinois 62525

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
2. Restricted Delivery.

Robert O. Morse, Director Waverly Municipal Electric Utility
1500 W. Bremer Avenue
Waverly, Iowa 50677

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Registered Insured
Certified Cod

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Robert O. Morse, Director Waverly Municipal Electric Utility 1500 W. Bremer Avenue Waverly, Iowa 50677 BECERT FOR CEPTER MAIL
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 726 MINNESOTA AVENUE KANSAS CITY, KANSAS 66101

January 18, 1989

Mr. Robert O. Morse, Director Waverly Municipal Electric Util. 1500 W. Bremer Avenue Waverly, Iowa 50677

Re: Martha C. Rose Chemicals Site Cleanup Holden, Missouri

Dear Mr. Morse:

This letter is to advise Waverly Municipal Electric Util. that the Rose Chemicals Steering Committee (RCSC) has provided notification to the United States Environmental Protection Agency (EPA) identifying Waverly Municipal Electric Util. as a nonparticipating party in the above-referenced matter. Administrative Order on Consent (Docket No. 87-F-0007) issued by EPA, members of the RCSC committed themselves to initiate and complete the removal of substantially all PCBs and PCB items from the Holden, Missouri site to EPA-authorized disposal facilities, and to conduct a remedial investigation and feasibility study to determine the appropriate remedial actions necessary for final The notification referred to above is required by site cleanup. Article VI.S. of the Order on Consent. As part of its agreement with the RCSC, as set out in Article VI.N.5. of the Order on Consent, EPA will seek to recover its past response costs from those entities that have been identified as non-participating parties by the RCSC.

It is anticipated that the process for the recovery of the government's response costs will begin in the next thirty (30) to sixty (60) days with the issuance of a letter to each non-participating party demanding full payment of all EPA response costs, which may exceed \$1,000,000. Each non-participating party is considered to be jointly and severally liable for the subject response costs. If EPA's cost are not paid in full, this matter will be referred to the U.S. Department of Justice for initiation of a cost recovery action under appropriate provisions of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

The subject matter of this letter and any action taken by EPA to recover its response costs shall not be construed as relieving Waverly Municipal Electric Util. of any liability that may exist, either to the RCSC for site cleanup costs or to EPA for costs that may be incurred in the future with respect to the site.

If participation in the RCSC's efforts is anticipated by Waverly Municipal Electric Util., EPA encourages that process to be completed in an expeditious manner. If you have any questions regarding this matter, please contact me at (913) 236-2809.

Sincerely,

J. Scott Pemberton
Assistant Regional Counsel

-WAVERLY MUNICIPAL ELECTRIC UTILITY-

1500 West Bremer Avenue Waverly, IA 50677 (319) 352-6251

CERTIFIED MAIL

December 17, 1986

J. Scott Pemberton
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
726 Minnesota Avenue
Kansas City KS 66101

RE: Martha C. Rose Chemicals, Inc. Site

Dear Mr. Pemberton:

The Waverly Municipal Electric Utility is in receipt of your letter date stamped December 2, 1986, with same being received on December 5, 1986.

It is the Utility's intention to take the appropriate action either jointly with other utilities including the Rose Chemical Steering Committee, or independently of others based on what is deemed appropriate by the Utility.

Regardless of the action taken by the Waverly Municipal Electric Utility, we do intend to cooperate with the EPA in their efforts to resolve this problem.

Sincerely,

Robert O. Morse

lobert O. Morse

Director

ROM: klb

RECEIVED

DEC 22 1986

EPA-CNST

U-07397

WAVERLY MUNICIPAL ELECTRIC UTILITY

E.P.A. DATA REQUEST
MARTHA C. ROSE CHEMICALS SITE

-WAVERLY MUNICIPAL ELECTRIC UTILITY-

1500 West Bremer Avenue Waverly, IA 50677 (319) 352-6251

December 23, 1986

RECEIVED

DEC 29 1986

EPA-CNSL

J. Scott Pemberton
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
726 Minnesota Avenue
Kansas City, Kansas 66101

RE: Marth C. Rose Chemicals, Inc. Site

Dear Mr. Pemberton:

The information contained in this report is in response to notification and request for data by David A. Wagoner, Director, Waste Management Division, United States Environmental Protection Agency.

The "Data Request Listing" and related Exhibits (1-5) pertain to items 1 through 11. I am also providing the additional information requested as follows:

Exhibit 1a: Manifest, invoice, certificate of disposal and/or processing and PCB annual report.

Exhibit 2a: Copy of cancelled check.

To my knowledge, we have not received any correspondence from Environmental Technologies, Inc.

Included in this report are copies of all records relating to the 1983 transaction with Martha C. Rose Chemicals, Inc. site. These records are located at the Office of the Utility Director, Waverly Municipal Electric Utility, 1500 West Bremer Avenue, Waverly, Iowa 50677. The current custodian of those records is George Hall, Line Superintendent.

All records at the Utility in the custody of George Hall were reviewed and all records pertaining to Rose Chemicals, Inc. were copied in duplicate for this report and a working copy.

Exhibit 3a: "Report on PCB's as of January 1, 1983".

Exhibit 4a: "Report on PCB's as of December 31, 1983".

U 13932

Page #2 - December 23, 1986

Exhibit 5a: 1985 correspondence with Rose Chemicals.

Exhibit 6a: 1986 correspondence with Rose Chemicals.

Employees involved in the data search are: Anne Mardorf, Administative Assistant; LaVerne Sadler, Purchasing Agent; George Hall, Line Superintendent; and Karen Bergmann, Secretary/Receptionist.

The Utility has submitted a request to the local agent to determine if the Utility is insured for such damages. If coverage does exist, I will notify you immediately.

The information contained in this report represents all information known to the Utility and its' employees regarding any and all activities involving the Martha C. Rose Chemicals, Inc. Site.

If you have any questions regarding this data, please contact me.

Sincerely,

Robert O. Morse

Director

ROM: klb

DATA REQUEST LISTING FOR INFORMATION RELATING TO PCB DISPOSAL THROUGH ROSE CHEMICALS, INC.

- 1) See Exhibit 1
- 2) Transporter, Rose Chemical, PCB Division
- 3) See Exhibit 1 and Exhibit 2
- 4) See Exhibit 1 and Exhibit 2
- 5) Not Applicable
- 6) Oil contained in 55 gallon drums, Barrel #5607 89 PPM and Barrel # 5609 94 PPM
- 7) See Exhibit 3
- 8) See Exhibit 3
- 9) \$2471.50 per Invoice No. 1258 (Exhibit 4)
- 10) Transportation by Rose Chemical
- 11) See Exhibit 5

ROM: klb 12/23/86

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1500 West Bremer Avenue WAVERLY, IOWA .:50677

Area: Code 319

PURCHASE ORDER

	DATE Aug. 31, 1933
Rose Chemicals	
!CB Division	
2459 Charlotte Street	
Kansas City, MD 64108	
	Waverly, Iowa
	PCF Division 2459 Charlotte Street Kansas City, MD 64108

INSTRUCTIONS TO SUPPLIER

- Prepay all shipments. Collect shipments accepted only by special arrangement with the Utility.
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- 3. Invoices must be presented in duplicate bearing the Utility purchase order number.
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Rose Chemlas PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227 INVOICE NO. NO

1258

INVOICE DATE 9/6/83

Waverly Municipal Electric Util.
SOLD 1500 West Bremer Avenue
TO Waverly, Iowa 50677

SHIP TO

YOUR ORDER 494L NO. 494L	SHIPPED VIA	SHIPPING DATE	
QUANTITY.	DESCRIPTION	PRICE	TOTAL
2 drums 1 drum	PCB contaminated oil PCB debris PCB capacitors 3730 lbs transportation	\$1.00/gal	\$110.00 100.00 2051.50 2261.50 210.00 \$2471.50
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1)	5. General Electric		.8 gal.	0107298		
u	4. Westinghouse		.3	\$1167528		
	5. Westinghouse		3	S1767528		
"	6. General Electric		3	21 <i>F</i> 366		
	7. Line Material		50			
	8. Westinghouse			C106635	U	13939
	a see ingrouse		1 [] []	71111 1 1 1 / -		
. "	9. Westinghouse 10. Sprague		100 50	70012163 76041888		-4053

. .

ANNUAL DOCUMENT PCBs AND PCB ITEMS REMOVED FROM SERVICE

Waverly Municipal Electric Utility
Utility Name
For Year Ending December 31, 19 83
Location Waverly, Yowa

1.	Total weight (Kilograms) of any PCBs and PCB Items in PCB
	Containers:
	PCB Liquids 192.2 Kg PCB Capacitors 80.2 Kg in Barrels
	Total: 2136.4 Kg DEBRIS 172 Kg.
	PCBs and PCB Items, removed from service were initially located at the following disposal or storage facility:
	Name of Facility Waverly Municipal Electric Utility
	Facility Location North Plant - Waverly, Iowa
	Facility Owner/Operator Waverly Municipal Electric Utility
2.	Total Number of PCB Transformers: 0 Total weight of PCB fluid contained in the transformers:
	кд
3.	Total number of PCB Large High or Low Voltage Capacitors:
	54
Sub	mitted by: Name: <u>George Hall</u>
	Title: <u>Lîne Superintendent</u>
	Date: <u>April 10. 1985</u>

This summary is part of the Annual Document. This Annual Document must be maintained for 5 years after the facility ceases using or storing PCBs and PCB Items.

¹ Annual Document, Page 4

	SERIAL NO.	MAKE	KVAR	KILOGRAMS	FEEDER	LOCATION COMMENTS	
1.	C-105772	Line Material West.	50		2014	12th St. N.W. by Juhl's Remarks 8-8-83	
	C-106644	Line Material West.	50		20W	12th St. N.W. by Juhl's Removed 8-8-83	
3.	#72022684	Line Material West.	50 -		201/	12th St. N.W. hy Juhl's Removed 8-8-83	
4.	C-9810 6	Line Material	50		208	7th Ave. N.W. & Cedar River Dr. Removed 8-8-83	_
5.	C-98100	Line Material	50		20N	7th Ave. N.W. & Cedar River Dr. Removed 8-8-83	
Ġ.	C-98101	Line Material	50		20%	7th Ave. N.W. & Cedar River Dr. Removed 8-8-83	
u 13943	C-187523	Line Material	25 X		210E	N. Bremer & 2nd St. N.W. Removed after 12-13-82 inspection	Į

U 13943

	SERIAL NO.	MAKE.	KVAR	KILOGRAMS	FEEDER	LOCATION	COMMENTS
8.	C-187525	Line Material	×		210E	W. Bremer & 2nd St. N.W.	Removed after 12-13-82 inspection
ÿ.	C-187524	Line Material	×		210E		Removed after 12-13-82 inspection
10.	67-91012	Ohio Brass	100		23S	3rd St. & 5th Ave. S.W.	Removel 5-26-83
11.	67-91010	Ohio Brass	100		23S	3rd St. & 5th Ave. S.W.	Removed 5-26-83
12.	67-91007	Ohio Brass	100		23S	3rd St. & 5th Ave. S.W.	Removed 5-26-83
13.	D- 378211	GE	25	·	13B	6th St. Betwee E. Bremer & 1s Ave. S.E.	
13944	D- 378205	GE	25		13B	6th St. between E. Bremer & 1s Ave. S.E.	

1	SERIAL NO.	MAKE	KVAR	KILOGRAMS	FEEDER	LOCATION	COMMENTS
15.	D- 378235	GE	25		13B	6th St. between E. Bremer & 1st Ave. S.E.	Removed 8-8-83
16.	S-47867	GE .	25		21014	5th St. by Strotma Building Center	Removed after 12-10-82 inspection
17.	S- 35767	GF.	25		210W	5th St. by Strotma Building Center	Removed after 12-10-82 inspection
18.	S-4 7 875	GE	-25		210W	5th St. by Strotma Building Center	Removed after 12-10-82 Inspection
19.	A-61486	GE •	15		20N	Ski Villa	. Removel after 12-13-82 inspection
20.	170852	GE	15		20N	Ski Villa	Removed after 12-13-82 inspection
13945.	4-161505	GE	15		20N	Ski Villa	Removed after 12-13-82 inspection
л _{22.}	67-91022	Ohio Brass	100		13E	Alley back of Harrisons	Removed 5-26-83

	SERIAL NO.	<u>MAKE</u>	KVAR	KILOGRAMS	FEEDER	LOCATION	COMMENTS
23.	67-91002	Ohio Brass	100		13E	Alley back of Harrisons R	emoved 5-26-83
24.	67-91005	Ohio Brass	100	1	13E	Alley back of Harrisons	kemoved 5-26-83
25.	L- 70290	GE	15		26IV	Highway 218 North Car Wash	Removed 5-24-83
16.	A-61482	GE	15		26N	Highway 218 North Car Wash	Removed 5-29-83
27.	170847	GE	15		26N	Highway 218 North Car Wash	Removed 5-29-83
28.	76-05-0982	Westinghouse	50		10B	NE Farmline by Bob Goers	Removed after 12-14-82 inspection
190AA	70012165	Westinghouse	100		10E	Behind Niewoehner Alley 1st & Breme Ave. & 1st St. & St. N.E.	er

	Grath No.	MARC	LIVAD	LTI OCDANC	ecenen	LOCATION COMM	ENTS
	SERIAL NO.	MAKE	<u>ĶVAR</u>	KILOGRAMS	FEEDER		
30.	70012170	Westinghouse	100	·	10E	Rehind Niewoehners in alley 1st & Bremer Ave. & 1st St. & 2nd St. N.E. Rev	moved 5-26-83
•							
51.	74124944	Westinghouse	100		10E	Behind Niewoehners in alley 1st & Bremer Avc. & 1st St. & 2nd St. N.E.	Removed 5-26-83
32.	14186311/571	Westinghouse	15		10B		emoved on 12-18-81 and put n PCB storage area.
35.	76-04-1888	Westinghouse	50	·	10B	NE farm 2nd span east of Warren Church	Removed after 12-14-82 inspection
54.	68-11-2418	Westinghouse	50		10B	NE farm one span south of Epley farm.	Removed 8-1-83
⊒55. 3	72123152	Westinghouse	50	·		llth St. SE South of Luchtenburg's farm	Removed after 12-13-82 inspection
56.	72123200	Westinghouse	50		SE farm	One span east-transf. pole by Harold Dempsey	· Removed after 12-13-82 inspection

	PCB STORAGE ARE	CB STORAGE AREA (NORTH PLANT)			
	MAKE	SIZE	SERIAL#	KILOGRAMS	COMMENTS
37.	GE	25	S47842		
38.	GF:	25	S47886		
39.	GE.	25	S34502		
40.	WESTINGHOUSE	50	72022711		
41.	WESTINGHOUSE	25	64A3855		
42.	WESTINGHOUSE	25	63L867		
₫ ⁵ .	WESTINGHOUSE	25	64A3851		
13948	GE	50	M256018	(new)	
45.	GE .	50	M256019	(new)	·

PCB STORAGE AREA (NORTH PLANT)

	MAKE	SIZE	SERIAL#	KILOGRAMS	COMMENTS
16.	WESTINGHOUSE	100	70012163	1.2	Stored in barrel for disposal.
47.	G.E.	1.5 3 pole	GEH1162	.3	11
48	WESTINGHOUSE	240V	S1167528	.1	· ·
19.	WESTINGHOUSE	240V	S1767528	.1	11
50.	G.E.	5 240V	21F366 (Cat.=)	.6	
31.	LINE MATL.	50	C106635	1.3	Removed from service to PCB storage area on 7/1/82.

Kilograms are calculated assuming 100000 PPM PCB's fluid with 40% of the gross volume as fluid. s.g.=1.25

Rose Chemicas PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

INVOICE NO. NO 1258

INVOICE DATE 9/6/83

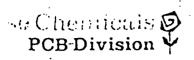
Waverly Municipal Electric Util. 1500 West Bremer Avenue SOLD Waverly, Iowa 50677

TO

SHIP TO

YOUR ORDER 494L NO. 494L	SHIPPED VIA	SHIPPING DATE		
QUANTITY	DESCRIPTION	PRICE	TOTAL	
2 drums 1 drum	PCB contaminated oil PCB debris PCB capacitors 3730 lbs transportation	\$1.00/gal .55	\$110.00 100.00 2051.50 2261.50 210.00 \$2471.50	
	TERMS: 2% 10 NET 30 days	102021222334 102021222334		
	Paid May 23	5.1984		

TERMS: NET 30 DAYS

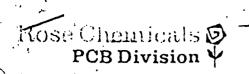


2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Generator <u>Waverly Munic</u>	ipal Electric Utility
Origin <u>lowa</u>	
Date Received 9/1/83	Date Processed 5/10, 5/12/84
Material Processed 3,73	O lbs. PCB capacitors, 3 drums PCB oil
Manifest Number 250	
Date 5/17/84	•





2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

May 18, 1984

Waverly Municipal Electric Utility 1500 West Bremer Ave. Waverly, IA 50677 Attn: Mr. Chris Schmidt

Dear Mr. Schmidt:

Attached is your Certificate of Processing indicating the date your PCB material was destroyed.

Sincerely,

CB90 sca

Christopher B. Gosch Director of Sales and Marketing

CBG/vj

Enclosure

			是一个是一个		
THIS MEMORANDUM		MANUEERE	OOLINENT NUM	DE0	
Falls is an acknowledgement that a bill of lading has been issued and is not the Original Bill of Lading, nor	1	MANIFEST DOCUMENT NUMBER			
a copy or duplicate, covering the property named herein, and is intended solely for filling or record.		/-	20		
	ı	<u> </u>	<u> </u>		
			•		
TO:	FROM:				
T/S/D FACILITY Rose Chemical-PCB Division	1	erly Munici	nal Electri	C	
E.P.A. ID Code No. 17 YOU GROW SOULS	E.P.A. ID Code	No. N/A		c	
Address 500 West McKissock		O West Brew	er Avenue		
Destination Holden, Missouri 64040	1	erly, Iowa	<u>·</u>		
Phone (816) 732-4117	Phone (31)	9) 352-6251	STATE OF LABOR	e: prouipen	
No. D.O.T. PROPER SHIPPING NAME HAZAF	CLASS THE HAZ	Mate EPA Haz Waste	WEIGHT OF EX	S: REQUIRED) emption: No.)	
5 Lucy 1 may record a	-				
7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			<u> </u>		
- to					
3 1/4					
					
hockens on most	·				
Ø RQ 10/4.54					
PLACARDS REQUIRED Dyphonyle OP	<u> </u>	15 N/A	pcı	2/CRM	
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing	It was a few of the sections of the		EDEICH	CHARGES	
the agreed or declared value of the property. The agreed or declared value of the property	on the contract, the entrager shall sign the The corner shall sall state existery of the sa	e following statement: Septemb willook propagat of Swight and all o	PREPAID	COLLECT	
is hereby specifically stated by the skipper to be not exceeding S Per	(line	nature of Consignar)	 □		
RECEIVED, subject to the classifications and teriffs in effect on the date of the issue of this Bill of Lading	, the property described above in a	apparent good order, except as r	noted (contents and condition of	contents of	
packages unknown), serfued, consigned, and destined as indicated above which said carrier (the word carrier under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise or any of, said property over all or any sortion of said route to destination and as to each party at any time is	e to deliver to another currier on th	he route to said destination. It	is mutually agreed as to each co	urrier of all	
or any of, said property over all or any portion of said route to destination and as to each party at any time is bill of lading terms and conditions in the governing classification on the date of shipment. Emper-hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing cl and his sasigns.	assilication and the said terms an	nd conditions are hereby agreed	to by the shipper and accepted f	or himself	
ALTERNATE DESTINATION (EMERGENCY ONLY):		ENCY RESPONS		Moreova and the	
T/S/D FACILITY					
E.P.A. ID Code No	CONTACT Nam	* Pat Perri	.n	*.: •	
	National Respon	10 (913) 384	1-800-424-	8802	
Destination	•		in D. C. 426-	2675	
Address Destination CERTIFIC This is to certify that the above gamed materials are properly classified.					
This is to certify that the above named materials are properly classified for transportation according to the applicable regulations of the Department.	i, described, package	d, marked and label	ed, and are in proper	condition	
	ion or transportation	and the L.F.A.			
Generator Signature		Date?/_	<u> </u>		
			M00,1800	33A/c0	
IRANSPORTER #1 Rose Chemical PCB Divi					
Address 500 Wege McKissock	State	Zip 64040	Phone		
Holden. This is to certify acceptance of the			(970)	34-4117	
Transporter No. 1		Date	•		
Signature					
TRANSPORTER #2		E.P.A. ID No	•		
Address		7in (Phone		
CityStateZipPhone This is to certify acceptance of the hazardous waste shipment. StateZipPhonePhone					
This is to certify acceptance of t	ne nazardous waste	_			
iature		Date			
TREATMENT/STORAGE/DISPOSAL FACILITY					
TRANSPORTER #1 Address City Transporter No. 1 Signature TRANSPORTER #2 Address City This is to certify acceptance of the hazardon form of the hazardo	ous waste for treatm	nent, storage, or d	isposali 139	56	
T/S/D FACILITY		Date			

Rose Chemicus PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

INVOICE NO. NO 1258

INVOICE DATE 9/6/83

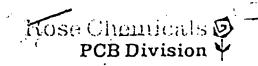
Waverly Municipal Electric Util. 1500 West Bremer Avenue Waverly, Iowa 50677

SOLD

TO

SHIP TO

YOUR ORDER NO. 494L	SHIPPED	SHIPPING DATE	
QUANTITY	DESCRIPTION	PRICE	TOTAL
2 drums 1 drum	PCB contaminated oil PCB debris PCB capacitors 3730 lbs	\$1.00/gal	\$110.00 100.00 2051.50 2261.50
	transportation		210.00 \$2471.50
	TERMS: 2% 10 NET 30 days	1000 20 21 22 23 25 25 25 25 25 25 25 25 25 25 25 25 25	
	Paid May 2 Chk. No. 232	5,1984	
·	TERMS: NET 30 DAYS	U 1	3957





2459 Charlotte Struet Kansas City, Missouri 64108 (816) 471-7227

May 18, 1984

Waverly Municipal Electric Utility 1500 West Bremer Ave. Waverly, IA 50677 Attn: Mr. Chris Schmidt

Dear Mr. Schmidt:

Attached is your Certificate of Processing indicating the date your PCB material was destroyed.

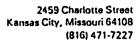
Sincerely,

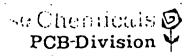
CB90 sen

Christopher B. Gosch Director of Sales and Marketing

CBG/vj

Enclosure

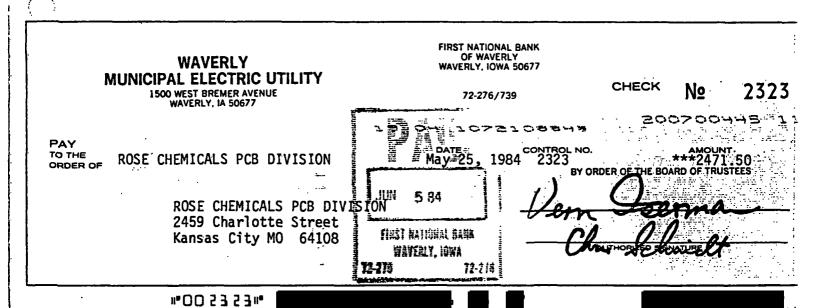




CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Generator Waverly Municipal Electric Utility										
Origin <u>lowa</u>										
Date Received 9/1/83	Date Processed 5/10, 5/12/84									
Material Processed 3,730 lbs. PC	CB capacitors, 3 drums PCB oil									
Manifest Number250										
Date5/17/84	· .									



ENCHPECOS COS ENCHPE PROPERTY OF THE PROPERTY

PAY TO THE DRDER OF
COUNTRY CLUB BANK
KANSAS CITY, MO 64112
""TH DEPOSIT ONLY
INPTHA ROSE CREMICALS, INC
OKNOT

U 13961

RUEPORT ON PCB's AS OF 1 JANUARY, 1983

There have been no changes in the use of equipment containing PCB's. The report remains the same as the previous report. However, PCB-free capacitors have been ordered and received to replace PCB capacitors in the system during 1983.

Chu Schmelt

PCB REPORT - MINOR SPILL

A PCB capacitor failed at approximately 6:30 P.M. on July 12 (Tuesday), 1983. A pin hole in the case allowed one pound of fluid to escape. Since the weather was exceptionally mild with no wind and the pole was in a valley, the area of the escaped PCB fluid was the immediate area of the pole which is in the ditch just east of Warren Church northeast of Waverly. On July 13, under the direction of Wilbert Brase, journey lineman, the grass and topsoil at the base of the pole and the capacitor were removed to plastic bags and barrels for disposal. The capacitor was weighed and found to have lost one pound of fluid. Protective clothing and tools possibly contaminated by the cleanup were also placed in barrels for disposal. The pole and capacitor bracket are scheduled for removal and examination for proper disposal as necessary. Caution and proper equipment are used to protect workers in the cleanup process.

(Later - The bracket and pole have been removed, and any parts possibly containing PCB have been put in storage for disposal. 8-29-83)

PCB DISPOSAL

On August 31, 1983, PCB capacitors and items were picked up for disposal by Rose Chemical. A total of 54 capacitors were shipped for disposal. Several capacitors, not from Waverly Municipal Electric Utility, are included to insure proper disposal of the PCB's. The following non-leakers were shipped:

	MAKIE	VOLTAGE	KVAR	SERIAL #
1.	Ohio Brass	2400	100	67-91002
2.	Ohio Brass	2400	100 ·	67-91022
3.	Ohio Brass	2400	100	67-91005
4.	Ohio Brass	2400	100	67-91012
5.	Ohio Brass	2400	100	67-91007
6.	Ohio Brass	2400	100	67-91010
7.	Westinghouse	2400	100	70012165
8.	Westinghouse	2400	100	70102170
9.	Line Material	2400	50	C-98101
10.	Line Material	2400	50	C-98106
11.	Line Material	2400	50	C-98100
12.	Line Material	2400	50	C-106644
13.	Line Material	2400	50	C-105772
14.	General Electric	2400	25	S-35767
15.	General Electric	2400	25	S-47875
16.	General Electric	2400	25	S-47876
17.	Westinghouse	2400	25	64A3851
18.	Westinghouse	2400	25	63L867
19.	Westinghouse	2400	25	64A3855
20.	Westinghouse	2400	50	72022711
21.	General Electric	2400	25	S-47842
22.	General Electric	2400	25	S-34502
23.	General Electric	2400	25	S-47886
24.	Westinghouse	7200	50	72123200
25.	Westinghouse	7200	50	72123152
26.	Westinghouse	2400	100	74124944

J **13965**

	MAKE	VOLTAGE	KVAR	SER LAL #
27.	Westinghouse	2400	50	72022684
28.	General Electric	2400	25	D-378205
29.	General Electric	2400	25	D-378235
30.	General Electric	7200	50	M-256018
31.	Westinghouse	7200	25	68112418
32.	Line Material	2400	25	C-187524
33.	Line Material	2400	25	C-187523
34.	General Electric	2400	25	D-378211
35.	General Electric	7200	50	M-256019
36.	Westinghouse	7200	50	76050982
37.	General Electric	2400		T-39095
38.	General Electric	2400	. • •	H-50712
39.	General Electric	2400	15	A-61505
40.	General Electric	2400	15	A-61486
41.	General Electric	2400	15	L-70852
42.	General Electric	2400	15	A-61482
43.	General Electric	2400	15	L-70290
44.	General Electric	2400	15	L-70847

The following, mostly leakers, but including some small non-leakers, were shipped.

1.	Line Material	25	C187525	5/08/81
2.	Westinghouse	15	1418631L/57L 7500	5/08/81
3.	General Electric	.8 gal.	D107298	5/08/81
4.	Westinghouse	3	S1767528	5/08/81
5.	Westinghouse	3	S1767528	5/08/81
6.	General Electric	3	21F366	5/08/81
7.	Line Material	50	C106635	7/01/82
8.	Westinghouse	100	70012163	9/01/81
9.	Westinghouse	50	76041888	7/13/83
10.	Sprague	18	120005	8/30/83

	SERIAL NO.	MAKE	KVAR	KILOGRAMS	FEEDER	LOCATION	COMMENI'S
1.	C-105772	Line Material West.	50	1.3	2014	12th St. N.W. by Juh1's	sent for chispasal 8-31-83
2.	C-106644	Line Material West.	50	1.3	2014	12th St. N.W. by Juhl's	
3.	#72022684	Line Material West.	50	.6	2014	12th St. N.W. by Juhl's	Put into service on 7-1-82 Sent for disposal 8-3(-83
4.	C-98108	Line Material	50	1.2	20N	7th Ave. N.W. & Cedar River Dr.	sent for disposal 8-31-83
5.	C-98100	Line Material	50	1.2	20N	7th Ave. N.W. & Cedar River Dr.	
6.	C-98101	Line Material	50	1.2	20N	7th Ave. N.W. & Cedar River Dr.	· ·
ा 139	C-187523	Line Material	50	.6	210E	W. Bremer & 2nd St. N.W,	r ₁



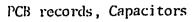
	SERIAL NO.	MAKE	<u>KVAR</u>	KILOGRAMS	FEEDER	LOCATION	COMMENTS
8.	C-187525	Line Material	50	.6	210E	W. Bremer & 2nd St. N.W.	sent for disposal E-31-53
9,	C-187524	Line Material	50	.6	210E	W. Bremer & 2nd St. N.W.	વ
10.	67-91012	Ohio Brass	100	1.4	23S	3rd St. & 5th Ave. S.W.	41
11.	67-91010	Ohio Brass	100	1.4	23S	3rd St. & 5th Ave. S.W.	ι,
12.	67-91007	Ohio Brass	100	1.4	23S	3rd St. & 5th Ave. S.W.	W.
13.	D- 378211	GE	25	. 4	13B	6th St. Between E. Bremer & 1st Ave. S.E.	e, .
U 43968	* D- 378205	GE	25	. 4	13B	6th St. between E. Bremer & 1st Ave. S.E.	; t



	SERIAL NO.	MAKE	KVAR	KILOGRAMS	FEEDER	LOCATION	CONMENTS
15.	D- 378235	GE	25	.4	13B	6th St. between E. Bremer & 1st Ave. S.E.	gunt (v. disposo (8-31-83
16.	S-47867	GE	25	. 5	210W _.	5th St. by Strotm Building Center	an
17.	S-35767	GE	25	.5	210W	5th St. by Strotm Building Center	an I
18.	S-48875	GE	25	.5	210W	5th St. by Strotm Building Center	an (i
19.	A-61486	GE	15	.5	20N	Ski Villa	
20.	L-70852	GE	15	.5	20N	Ski Villa	ц
11 21. 30692.	161505	GE	15	.5	20N	Ski Villa	tı
D 2 2.	67-91022	Ohio Brass	100	1.5	13E	Alley back of Harrisons	G .

PCB	records.	Capacitors

	SERIAL NO.	MAKE	KVAR	KILOGRAMS	FEEDER	LOCATION	COMMENTS
23.	67-91002	Ohio Brass	100	1.5	13E	Alley back of Harrisons	sent for disposal 8-31-83
24.	67-91005	Ohio Brass	100	1.5	13E	Alley back of Harrisons	16
25.	L- 70290	GE	15	.5	2614	Highway 218 North Car Wash	u
26.	A-61482	Œ	15	. 5	26W	Highway 218 North Car Wash	Ių
27.	L-70847	GE	15	. 5	26W	Highway 218 North Car Wash	h
28.	76-05-0982	Westinghouse	50	.4	10B	NE Farmline by Bob Goers	f (
729. 1 2 2 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	70012165	Westinghouse	100	1.1	10E	Rehind Niewoehner Alley 1st & Brema Ave. & 1st St. & St. N.E.	er K



30.	SERIAL NO. 70012170	MAKE Westinghouse	<u>KVAR</u> 100	KILOGRAMS 1.1	FEEDER 10E	LOCATION COMMEN Behind Niewoehners in alley 1st & Bremer Ave. & 1st St. & 2nd St. N.E.	rs sent for disposal 8-31-83
31.	74124944	Westinghouse	100	.6	10E	Behind Niewoehners in alley 1st & Bremer Ave. & 1st St. & 2nd St. N.E.	
32.	57L75DG	Westinghouse	15	.6	10B	to Seen Farm in	oved on 12-18-81 and put PCB storage area. Lt for dupsul 5-31-83
33.	76-04-1888	Westinghouse	50	.4	108	east of Warren Church	removed from service to saviel in FCB strage site following leak on 7-12-53. Cleanup
34.	68-11-2418	Westinghouse	50	.6	10B	NE farm one span south of Epley farm.	leak on 7-12-53. Cleanup completed. Report woulden. South for disposal 8-31-83 sent for disposal 8-31-53
35.	72123152	Westinghouse	50	.6	SE farm line	11th St. SE South of Luchtenburg's farm	N
13971	72123200	Westinghouse	50	.6	SE farm	One span east-transf. pole by Harold Dempsey.	

Page - 6

PCB records, Capacitors

PCB STORAGE AREA (NORTH PLANT)

	Constitution (North Learn)							
	MAKE	S1ZE	SERIAL#	-	KILOGRAMS	COMMENTS		
37.	GE	25	S47842		.6	sent for disposal 8-31-83		
38. .	GE	25	S47886		.6	u		
39.	GE	25	\$34502		.6	16		
40.	WESTINGHOUSE	50	72022711		.6	u		
41.	WESTINGHOUSE	25	64A3855		.6	te _.		
42.	WESTINGHOUSE	25	63L867		.6	14		
43. =	WESTINGHOUSE	25	64A3851		.6	***		
13972 45.	GE	50	M256018	(new)	.4	. 11		
45 .	GE	50	M256019	(new)	.4	14		

PCB STORAGE AREA (NORTH PLANT)

	MAKE	SIZE	SERIAL#	KILOGRAMS	COMMENTS	
46.	WESTINGHOUSE	100	70012163	1.2	Stored in barrel for disposa	al. sent for disposal
47.	G.E.	1.5 3 pole	GEH1162	.3	••	N .
48.	WESTINGHOUSE	240V	S1167528	.1	11	1,
49.	WESTINGHOUSE	240V	S1767528	.1	"	1.
50.	G.E.	3 240V	21F366 (Cat.#)	.6		N
51.	LINE MATL.	50	C106635	1.3	Removed from service to PCB on 7/1/82.	storage area

Kilograms are calculated assuming 100000 PPM PCB's fluid with 40% of the gross volume as fluid. s.g.=1.25

Barrel for storing capacitors for disposal.

sent for disposal 8-31-83

į.

- 2. Barrel for storing PCB items for disposal.
- 3.

.025 Kg sent for disposal

4. Barrel of transformer oil for possible use in contaminated transformers. 94 PPM

Barrel of transformer oil for possible use in contaminated transformers. 89 PPM

.027 Kg

Barrel For cleanup of 5-12-53 capacitor leak. sent for disposal 5-31-83 5.

PCB records, Transformers

SERIAL NO.	<u>MAKE</u>	<u>KVA</u>	<u>GAL</u>	RPM	KILOGRAMS	LOCATION	COMMENTS
. PCR97741	WESTINGHOUSE	5000	1750	204	1.7	North Plant	
C 856107	G.E.	1500	600	105	. 3	West Sub	
i. C 856108	G.E.	1500	600	228	.6	East Plant	
. C 856106	G.E.	1500	600	121	3	Power Dam, West S	ide

No.	of	PCB capacitors 51	total kilogram	as <u>37.6</u>	
No.	of	PCB transformers 0	total kilogram	ns <u>0</u>	
No.	of	contaminated transformers	4	total kilograms 2.9	
No	of	DCR and contaminated Itams	4	total kilosyana or	

REPORT ON PCB's AS OF DECEMBER 31, 1983

During the first half of 1983, capacitors containing PCB's were replaced with new non-PCB capacitors. The PCB capacitors were placed in storage for either future use or disposal, whichever came first.

On July 12, 1983, a minor leak of a PCB capacitor occurred. The capacitor and all affected materials were cleaned up and stored for disposal in the PCB storage area. The enclosed report was written.

On August 31, 1983, 54 units (51 from the utility and 3 from local industries) were shipped to Rose Chemical - PCB Division of Holden, Missouri for disposal. Non leakers were on pallets, leakers were in DOT approved drums. Two drums contained leakers and misc. capacitors, two drums contained new but contaminated (89 ppm and 94 ppm) transformer oil, and one drum contained clean up material.

As of January 1, 1984, confirmation of EPA approved disposal of the shipped items by Rose Chemical had not been received. Payment to Rose Chemical remains in an escrow account until materials are properly disposed using EPA approved methods.

There are no PCB capacitors remaining in the distribution system as of August 31, 1983. However, continuing tests of larger transformers uncovered transformer oil containing PCB's up to 1649 ppm in one 150 KVA transformer.

Chin Schwelt

PCB	Records,	(nsformers
,	,		

	SERIAL NO.	MAKE	KVA	GAL	RPM	KILOGRAMS	LOCATION	COMMENTS
Ł.	PCR97741	WESTINGHOUSE	5000	1750	204	1.7	North Plant	
?.	C 856107	G.E.	1500	600	105	.3	West Sub	
3.	C 856108	G.E.	1500	600	228	.6	East Plant	
1.	C 856106	G.E.	1500	600	121	.3	Power Dam, West S	Side
j.	F 53132-65	SP G.E.	150	104	1649	.8		
					Regulators			
j .	58J3182	WESTINGHOUSE	75	79	1240	.5	Bantam Sub	
<i>'</i> .	58J3178	WESTINGHOUSE	75	79	993	. 4	Bantam Sub	
3.	D-259917	G.E.	75	79	52	.02	East Plant	
1.	D-259911	G.E.	75	79	137	.05	East Plant	
).	D-259918	G.E.	75	79	56	.02	East Plant	
. •	D-259908	G.E.	75	79	98	.04	East Plant	•

PCB records, Items located in PCB storage area

None

SUMMARY

DATE 1/1/84

No. of PCB and contaminated Items _ - 0 - total kilograms _ - 0 -

WAVERLY MUNICIPAL ELECTRIC UTILITY

1500 West Bremer Avenue Waverly, IA 50677 (319) 352-6251

October 25, 1985

Rose Chemicals PCB Division 2459 Charlotte Street Kansas City MO 64108

ATTENTION: Jennifer Logan

Dear Madam:

The Waverly Municipal Electric Utility would like a quote on the retro-fill or cleanup of the following units to allow for the reclassification of those units to Non-PCB.

- 1. 75 KVA G.E. Regulator, 79 gals. @ 52 PPM
- 2. 75 KVA G.E. Regulator, 79 gals. @ 137 PPM
- 3. 75 KVA G.E. Regulator, 79 gals. @ 56 PPM
- 4. 75 KVA G.E. Regulator, 79 gals. @ 98 PPM
- 5. 5000 KVA Westinghouse Transformer, 1750 gals. @ 204 PPM
- 6. 1500 KVA G.E. Transformer, 600 gals. @ 105 PPM
- 7. 1500 KVA G.E. Transformer, 600 gals. @ 228 PPM
- 8. 1500 KVA G.E. Transformer, 600 gals. @ 121 PPM

Quotes must include the cost of all labor, equipment and material, testing and disposal of used oil, and other materials used in the process. All work must be in accordance with the latest EPA regulations, and the successful vendor shall provide adequate insurance and take title to PCB's upon receipt of same in Waverly, Iowa. Transportation and disposal shall be in accordance to EPA regulations. Successful vendor shall also show proof of EPA approval of methods used for the reclassification, transportation and disposal of PCB's and provide owner with certificate of disposal within the time period provided in the Federal Register and shall guarantee units PCB free.

All quotes must be submitted by November 15, 1985 and firm for orders placed through January 15, 1986.

Sincerely,

Robert O. Morse Director

ROM: k1b

WAVERLY MUNICIPAL ELECTRIC UTILITY

1500 West Bremer Avenue Waverly, IA 50677 (319) 352-6251

November 4, 1985

Rose Chemicals PCB Division 2459 Charlotte St. Kansas City, MO 64108

ATTN: Jennifer Logan

RE: Clarification of Labor to be Provided

By Vendor

Dear Madam:

The Utility will perform all switching necessary to de-energize the equipment and place adequate grounds on same for units to be retro-filled. All other labor shall be performed by vendor.

If you have any further questions regarding this matter, please contact me.

Sincerely,

Robert O. Morse

Director

ROM: klb

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

November 6, 1985

Waverly Municipal Electric Utility 1500 W. Bremer Ave. Waverly, Iowa 50677

NOV 8 1985

Attn: Mr. Robert Morse

Dear Robert,

Enclosed you will find firm pricing, concerning your retrofilling project, for the transportation and disposal of your PCB material.

Also, all material, labor and transportation are included in the project total, on the Schedule A, except the replacement dielectric which must be provided by you.

Certificates of insurance will be mailed under separate cover.

After your review, indicate your acceptance by signing and returning the Customer Agreement and Schedule A for my signature. Also, please complete and return the Waste Data sheet to me so that we can prioritize our disposal schedule.

Please do not hesitate to call should you have any questions.

Sincerely,

Jennifer Logan

Sales Representative

JL/tew

Enclosure

SCHEDULE A

is Schedule A is t November	6, 1985 by and between PCB Division and Client.
e following sched	ule sets forth the materials to be transferred from the Client to PCB Division and charges for same:
Retrofil	ling:
(4)	75KVA Regulators, 79 gallons each at a ppm level of: 52,137,56,98
(1)	5000 KVA Transformer, 1750 gallons at a ppm level of: 204
(3)	1500 KVA Transformers, 600 gallons each at a level of: 105,228,121
Transpor	tation from Waverly, Iowa, to Holden, Missouri
	PROJECT TOTAL \$14,863.50
	roject Total includes all materials, labor and transportation, except acement dielectric, to retrofill above transformers.
DATE ALL	
DATE ALL	MATERIAL PLACED IN STORAGE FOR DISPOSAL
DATEROSE CHE	MATERIAL PLACED IN STORAGE FOR DISPOSAL SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE.
DATEROSE CHE	SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH
DATEROSE CHE	SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH
DATEROSE CHE	SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH
ROSE CHEIS NOT P	SIGNATURESIGNATUREMICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE.
ROSE CHEIS NOT P	SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE. described in Section 9 shall be charged at\$55.00 per hour.
ROSE CHEIS NOT P	SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE. described in Section 9 shall be charged at\$55.00 per hour. days.
ROSE CHEITS NOT PORTION OF PORTIO	SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE. described in Section 9 shall be charged at\$55.00 per hour. days
ROSE CHEILS NOT PORTS TO SHOULD BE S	SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE. described in Section 9 shall be charged at\$55.00 per hour. days. 30 days.
ROSE CHEILS NOT PORTS OF THE PO	SIGNATURE MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE. described in Section 9 shall be charged at\$55.00 per hour. days. 30 days. EREOF, PCB Division and Client have each caused this Schedule A to be executed by their duly authorized reay and year indicated and in conformance with the general provisions of the Agreement between PCB Division
ROSE CHELLIS NOT PORTS OF THE P	MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE. described in Section 9 shall be charged at\$55_00 per hour. days days days. EREOF, PCB Division and Client have each caused this Schedule A to be executed by their duly authorized reay and year indicated and in conformance with the general provisions of the Agreement between PCB Division CHEMICALS, INC. WAVERLY MUNICIPAL ELECTRIC UTILITY
ROSE CHEILS NOT PORTS OF THE PO	MICALS CANNOT ACCEPT ANY MATERIAL AT THE LOADING SITE WHICH ROPERLY LABELED BY THE GENERATOR, INCLUDING DATE OF STORAGE. described in Section 9 shall be charged at\$55_00 per hour. days days days. EREOF, PCB Division and Client have each caused this Schedule A to be executed by their duly authorized reay and year indicated and in conformance with the general provisions of the Agreement between PCB Division CHEMICALS, INC. WAVERLY MUNICIPAL ELECTRIC UTILITY

CUSTOMER AGREEMENT

THIS AGREEME	NT is made and ente	red into this	6th	day of	Novemb	er, 198	5
by and between _	WAVERLY MUNI	CIPAL ELECTRIC	UTILITY		····		
whose business ad	dress and office is _	1500 West Brem	er Avenue,	Waverly,	IA 50677		
herein called "Clien	it", and Martha C. Ros	e Chemicals, Inc., PCE purposes at 2459 Char	B Division, a Mi	ssouri corpora	ition having its pr		iness

- 1. It is understood by the Client that the only PCB items authorized and accepted for transport to PCB Division's storage and disposal site are the following:
 - A. PCB liquids.
 - B. PCB large high or low voltage capacitors.
 - C. PCB transformers and/or voltage regulators.
 - D. PCB soils, sorbents, rags.
- 2. The transportation, storage, treatment and disposal charges that Client agrees to pay are set forth in Schedule A of this Agreement, the provisions of which are incorporated herein as though fully set out.
- 3. Client agrees to load PCB items at its designated location, that such loading will be performed by Client's employees and agents, and that PCB Division's driver will not be required to assist in said loading. Client further agrees that PCB items shall be properly classified, described, packaged, marked and labeled prior to loading, and will be in proper condition for transportation or disposal according to applicable standards and regulations of the United States Department of Transportation, United States Environmental Protection Agency or any relevant state agency. PCB Division agrees that it will conform with said standards and regulations in transporting and disposing of said PCB items. Client agrees to assume any responsibility for compliance with any special local regulations which may apply to loading PCB items or transportation thereof within the state where loaded. Client further agrees that it will correctly and accurately advise the PCB Division driver or other PCB Division employee as to the contents of each PCB item and that it will specifically advise said driver or employee as to which containers, if any, contain liquids or other materials capable of leaking and which do not. Richard Republication or label each container correctly and accurately.
- 4. a) For invoicing purposes, the parties hereto agree that PCB items will be weighed by Client prior to PCB Division receiving same, and that PCB Division shall again weigh said items at its disposal site and that said disposal site weight reading shall be conclusive and binding hereunder. Weight will be recorded by PCB Division on manifests at its disposal site and a copy thereof forwarded to Client. Client agrees to pay PCB Division for services rendered, including but not limited to waiting time, transportation, storage and disposal, according to rates set forth on Schedule A of this Agreement.
- b) For invoicing purposes, the parties hereto agree that all oil, whether bulk, drum or otherwise contained, shall be analyzed by PCB Division and that said laboratory analysis shall be binding and conclusive on both parties. The gas chromatograph record will be made by PCB Division and forwarded to Client upon request.
- 5. Client acknowledges that PCB Division's storage and disposal site will refuse any PCB items not properly labeled or packaged, or in unapproved containers, and Client agrees that PCB Division may return any PCB items at Client's cost and expense that have been refused at PCB Division's disposal site because of unapproved containers or improper labeling or packaging. PCB Division retains the exclusive right to refuse any PCB items that do not meet applicable standards or regulations, or which are in unapproved containers or are improperly labeled or packaged.
- 6. Ownership and title to PCB items, including containers, if any, will pass from Client to PCB Division:
 - a) Upon completion of loading, if PCB Division furnishes transportation;
 - b) Upon acceptance at PCB Division's storage and disposal facility, if Client provides transportation.
- 7. Client agrees to pay any applicable federal, state or local tax, including sales and use tax, imposed upon PCB Division by governmental authorities, including Client's home state, for services rendered by PCB Division.
- 8. The parties hereto agree that any question of fact or law arising out of a dispute between the parties hereto shall be decided by Missouri courts for the County of Johnson in accordance with the laws of the State of Missouri, as though each act and event had occurred within the State of Missouri.
- 9. The parties hereto further agree that PCB Division's normal storage and disposal price includes one (1) hour loading time per vehicle at Client's loading site, and Client agrees to reimburse and pay PCB Division at the rate set forth on Schedule A attached hereto for all loading and waiting time incurred by PCB Division in excess of said one (1) per hour per vehicle at said loading site; the parties hereto agree to reasonably cooperate with respect to loading and removal of PCB items from Client's loading site.

- 10. PCB Division agrees to indemnify, hold harmless and defend Client from and against any and all liabilities, claims, penalties, forfeitures, suits or costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Client may hereinafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by PCB Division's breach of any term or provision of this Agreement; or any negligent or willful act or omission of PCB Division, its employees or subcontractors in the performance of this Agreement.
- 11. Client agrees to indemnify, hold harmless and defend PCB Division from and against any and all liabilities, claims, penalties, forfeitures, suits or costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereinafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by Client's breach of any terms or provision of this Agreement; or any negligent or willful act or omission of Client, its employees or subcontractors in the performance of this Agreement; or, the delivery to PCB Division from Client of wastes which do not conform to the description thereof in this Agreement.
- 12. If, during the term of this Agreement, Client shall become delinquent in settling its account or shall be in default of any provisions of this Agreement, PCB Division may suspend its performance hereunder until such deliquency or default has been corrected, provided, however, that no suspension shall be effective unless and until PCB Division has given written notice of default to the Client with at least ten (10) days to cure such default. After written notice, should Client continue to be in default of provisions contained within this Agreement, PCB Division will have the right to assign collection to an independent party.
- 13. Either party shall have the right to cancel this Agreement at any time if the other party becomes insolvent, or had a bankruptcy petition filed by or against it. Either party shall have the right to cancel this Agreement at any time upon giving thirty (30) days notice to the other party.
- 14. Unless otherwise specified and made a part hereof, this Agreement is not to be construed as granting PCB Division the exclusive right to haul and/or treat and dispose of Client's PCB items. This contract specifically refers to those PCB items set forth on Schedule A attached hereto. Client reserves the right to contract with third parties for such other services as it deems necessary or appropriate.
- 15. An invoice shall be prepared by PCB Division for each load of PCB items received at Client's loading site or at PCB Division's storage and disposal facility. Said invoices shall be paid by Client within twenty (20) days from receipt, net terms. In the event Client does not remit payment in full within the prescribed period, an additional one and one half percent (1.5%) per month shall be assessed to unpaid balance. In the event that PCB Division provides transportation for PCB items, PCB Division shall bill and invoice Client and Client further agrees to pay for all transportation, cleaning and related charges at rates set forth on Schedule A attached hereto.
- 16. This Agreement constitutes the entire Agreement between PCB Division and Client in respect to the services and equipment specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification hereto shall be binding on PCB Division or Client unless it shall be in writing and signed by both parties.

IN WITNESS WHEREOF, PCB Division and Client have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

ACCEPTED: MARTHA C. ROSE CHEMICALS, INC. PCB DIVISION	WAVERLY MUNICIPAL ELECTRIC UTILIT		
By:	By:		
Date:	Date:		

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

WASTE DATA

Complete all information on this sheet. Information MUST be supplied BEFORE a pick up schedule can be issued. If your company has need of analytical laboratory services we will provide for the appropriate fee. CUSTOMER NAME: CONTACT: MAILING ADDRESS: CITY: ZIP: ADDRESS OF GENERATING FACILITY (S): · CITY: _____ STATE: ___ZIP: DESCRIPTION OF PCB MATERIALS: □OILS □ CAPACITORS □ TRANSFORMERS (WITH OIL) □ TRANSFORMERS (DRAINED) □ DEBRIS TRANSFORMER DIMENSIONS AND WEIGHTS. NOTE ON BACK. HOW PACKAGED: DRUMS BULK DOTHER: DOES MATERIAL CONTAIN RCRA MATERIALS? YES NO IF YES, EXPLAIN: SPECIFY TYPE OF OIL: SYNTHETIC MINERAL OIL SILICONE OTHER:

•		CAMINATION LEVEL	
		TAMINATION LEVEL:	
		'ES□NO IF SO, INDICATE BELOW	TYPE AND
TYPE: WOOD	BOXES	ES DRUMS	
QUANTITY:	· · · · · · · · · · · · · · · · · · ·	······································	
ARE LABELS NEEDE	O? YES NO		
ARE GENERATOR ST	DRAGE DATES ATTACHED	TO MATERIAL? YES NO	
IS MATERIAL FROM A COPY OF THE SP	A REPORTABLE SPILL?[ILL REPORT BE ATTACHE	YES NO IF YES, IT IS NE	ECESSARY TH
ARE LAB PACKS IN	CLUDED? TYES NO		
TRANSFORMER DIME	NSIONS AND WEIGHTS:		
x	x	WEIGHT	
x	X	WEIGHT	· · · · · · · · · · · · · · · · · · ·
x	x	WEIGHT	
ADDITIONAL COMME			
	•		
SIGNATURE:			
DATE:			
TITLE:			



ACKNOWLEDGEMENT OF NOTIFICATION TO SOME ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER

MOD980633069

MARTHA C. ROSK CHEMICAL CO. DBA PCB KLIMIEATOR

INC.

08%(2459 Charlotte St. Kensas City, Mo. 641

500 W. Makissock St. Holden, Mo. 64040

2/25/82

EPA Form 8700-12A (4-80)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 324 EAST ELEVENTH STREET KANSAS CITY, MISSOURI - 64106

NCV 7 1983

CTERCE OF PETARTZINIMOA JANOIDAR B-1

Mr. Walter C. Carolan President Martha C. Rose Chemicals, Incorporated PCB Division 2459 Charlotte Kansas City, Missouri 64108

Dear Mr. Carolan:

I hereby grant approval to the Martha C. Rose Chemicals, Incorporated to process polychlorinated biphenyl (PCB) capacitors, in the manner described to the Environmental Protection Agency (EPA), Region VII office, in order to reduce the volume of material subject to PCB disposal requirements. This approval, which is subject to the attached conditions, is effective only for the Martha C. Rose Chemicals, Incorporated facility at 500 West McKissock Street, Holden, Missouri 64040, and is granted pursuant to Section 6(e) of the Toxic Substances Control Act (TSCA) and 40 CFR 761.60(e). This approval is based upon the ability of the processing method employed to reduce the volume of material subject to PCB disposal requirements. Only the processed materials with non-detectable amounts of PCB will be considered non-PCB materials. All materials which contain detectable quantities of PCB shall be considered PCBs or PCB items and shall be managed accordingly. It is our understanding that there will be no emission of PCBs to the air or water (surface or groundwater). This approval is based on the Agency's present belief that the process described to EPA, Region VII, when properly managed, does not present a risk of injury to health or the environment and, within the confines of existing analytical capabilities, provides PCB destruction equivalent to an incinerator (40 CFR 761.70) or high efficiency boiler (40 CFR 761.60).

This approval shall be effective on October 15, 1983, and shall be effective for three (3) years, until October 15, 1986. This approval may be withdrawn, or further conditions may be added to it at any time. Moreover, violation of any condition included as part of this approval (see attachment) may subject Martha C. Rose Chemicals, Incorporated to enforcement action and/or termination of the approval.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 324 EAST ELEVENTH STREET KANSAS CITY, MISSOURI - 64106

MAR 10 1983

OFFICE OF THE REGIONAL ADMINISTRATOR

Mr. Walter C. Carolan, President Martha C. Rose Chemicals, Incorporated PCB Division 2459 Charlotte Kansas City, Missouri 64108

FILE COPY

Dear Mr. Carolan:

I hereby grant approval to the Martha C. Rose Chemicals, Incorporated to destroy polychlorinated biphenyls (PCBs) at your facility located at 500 W. McKissock, Holden, Missouri 64040. Mineral oil dielectric fluids contaminated with PCBs may be treated as described in the attached conditions of approval. The destruction of PCBs must take place in the manner described in your submission to the U.S. Environmental Protection Agency (EPA), Region VII Office. This approval is effective in Region VII only, and is granted pursuant to 40 CFR 761.60(e) and Section 6(e) of the Toxic Substances Control Act (TSCA). This approval is based upon the ability of the Martha C. Rose Chemicals, Incorporated process to destroy PCBs to a level below two parts per million (ppm) without the emission of PCBs or any hazardous material to the environment. It is the Agency's present belief that the polyphenyl solid produced in the process of destroying PCBs when properly managed, does not present a risk of injury to health or the environment.

The approval shall be effective March 15, 1983, and shall extend to March 15, 1986. This approval may be withdrawn, or further conditions may be added to it at any time. Moreover, violation of any condition included as part of this approval (see enclosure) may subject Martha C. Rose Chemicals, Incorporated to enforcement action and/or termination of the approval.

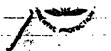
If you have any questions or comments regarding these matters, please contact me. The member of my staff most familiar with this subject, Stephen P. Busch, Chémical Engineer, Permits Section, (816) 374-6531, can also provide additional information.

Sincerely yours,

Morris Kay

Regional Administrator

Enclosure



REGION VII 324 EAST ELEVENTH STREET KANSAS CITY MISSOURI - 64106

JUL 2 1984

OFFICE OF THE REGIONAL ADMINISTRATOR

Mr. Walter C. Carolan President Martha C. Rose Chemicals, Incorporated PCB Division 2459 Charlotte Kansas City, Missouri 64108

Dear Mr. Carolan:

I hereby grant approval to Martha C. Rose Chemicals. Incorporated, to process Polychlorinated Biphenyl (PCB) transformers as an alternate disposal method in the manner described to the Environmental Protection Agency (EPA). This approval, which is subject to the enclosed conditions, is effective only for the Martha C. Rose Chemicals. Incorporated, facility at 500 West McKissock, Holden, Missouri 64040. This approval is granted pursuant to Section 6(e) of the Toxic Substances Control Act (TSCA) and 40 CFR 761.60(e) and is based upon the demonstrated ability of this processing method to reduce the volume of material subject to PCB disposal requirements.

Only material containing less than two (2) parts per million (ppm) will be considered non-PCB material. All material which exceeds this limit will be considered PCBs or PCB items and shall be managed as such. It is our understanding that there will be no emission of PCBs to the air or water (surface or groundwater).

This approval shall be effective July 1, 1984, and shall be effective for three (3) years only, until July 1, 1987. This approval may be withdrawn or the conditions for approval may be amended any time the EPA has reason to believe the operation of this processing method poses an unreasonable risk of injury to health or the environment. Withdrawal of the approval or imposition of further conditions also may result from further EPA rulemaking with respect to PCBs. Moreover, violation of any condition included as part of this approval (see enclosure) may subject Martha C. Rose Chemicals, Incorporated, to enforcement action and/or termination of the approval.

OCOIC. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11-7-85

1	PI	RO	D(JCE	R	

R.B. Jones Corporation/
Alexander & Alexander
P.O. Box 13647
Kansas City, Missouri 64199

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER

Constitution States Insurance Co.

INSURED

Martha C. Rose Chemicals, Inc. PCB Division 2459 Charlotte Kansas City, Missouri 64108

COMPANY B

Fireman's Fund Insurance Company

COMPANY

St. Paul Insurance Company

COMPANY

Imperial Insurance Company

COMPANY LETTER

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

4							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		Y LIMITS IN TI	
			unit plantor ()	Carle (market 11)		EACH OCCURRENCE	AGGREGATE
_	GENERAL LIABILITY X COMPREHENSIVE FORM			:	BODILY	\$	\$
D	Y PREMISES/OPERATIONS	3YMI01213	12-14-85	12-14-85	PROPERTY		
	UNDERGROUND EXPLOSION & COLLAPSE HAZARD	SIMIUIZIS	1. 1. 00	11 00	DAMAGE	\$	\$
D	PRODUCTS/COMPLETED OPERATIONS				01 4 90		
		verage Limited Form			BI & PD COMBINED		\$
_	INDEPENDENT CONTRACTORS BROAD FORM PROPERTY DAMAGE			'		1,000,	1,000,
	PERSONAL INJURY				- PERSON	IAL INJURY	\$
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	AUTOMOBILE LIABILITY				BODILY	\$ = 000	Service of
B	ANY AUTO			:	(PER PERSON)	\$5,000,	
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e e	GARAGE LIABILITY				BI & PO COMBINED	\$	
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	X OTHER THAN UMBRELLA FORM	CAE 394G282-7	1-31-85	12-14-85	COMBINED	4,000,	4,000,
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	AND	W106600782-86	8-21-85	8-21-86	\$1		
С	EMPLOYERS' LIABILITY	W10000/02-00	0-21-6.7	0 21 00	\$5	<u> </u>	-POLICY LIMIT)
_	OTHER				\$1	OO (DISEASE	-EACH EMPLOYEE)
	VINEN						
	1		1				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

TIFICATE HOLDER

Waverly Municipal Electric Uti Attn: Mr. Robert Morse 1500 W. Bremer Ave Waverly, IA 50677

CANCELLATION

ESHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX-MRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL_10_DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

U 13994

CKOIC, CERTIFICATE OF INSURANCE

SISSUE DATE (MM/DD/YY) 11/13/85 bh

PRODUCER THOMAS IN GRE & SONS P.O. EOX 13265	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
HANSAS CITY, 10 64199	COMPANIES AFFORDING COVERAGE					
	COMPANY A LETTER IMPERIAL CASUALTY CO.					
INSURED	COMPANY B LETTER B ST. PAUL FIRE & MARRINE INS. CO.					
Martha C. Rose Chemicals, Inc. 2459 Charlotte	COMPANY C					
KANSAS CITY, 10 64108	COMPANY D					
	COMPANY					

COVERAGES.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

ş	110	NS OF SUCH POLICIES.						
CO LTF		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MWODYY)	POLICY EXPIRATION DATE (MM/OD/YY)	LIABIL	TY LIMITS IN T	
S LTF		ENERAL LIABILITY		200 (00000000)	PULL IMMORALITY	,	OCCURRENCE	AGGREGATE
A	Y	COMPREHENSIVE FORM	311/11 01213	12-14-84	12-14-85	BODILY	\$	\$
7	X	PREMISES/OPERATIONS UNDERGROUND			_	PROPERTY	S	\$
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	·()		D AGREEMENTS APPROVED Y COMPANY					
		PERSONAL INJURY	t carmir			PERSO	NAL INJURY	\$
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		NON-OWNED AUTOS				PROPERTY	\$	
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_	EX	CESS LIABILITY				01.4.70	***	
3	<u> </u>	UMBRELLA FORM OTHER THAN UMBRELLA FORM				BI & PD COMBINED	\$	\$
	-	WORKERS' COMPENSATION				STATUTOR)Y .	
В	ļ	AND	1:10 6600782 - 85	8-21-84	8-21-85	\$10		
		EMPLOYERS' LIABILITY				\$50 \$10		-POLICY LIMIT) -EACH EMPLOYEE)
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HAVE DE								
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ALL OPERATIONS CONDUCTED BY THE INSURED

TIFICATE HOLDER

Waverly Municipal Electric Utility Attn: Mr. Robert Morse 1500 W Bremer Ave. Waverly, IA 50677

CANCELLATION"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZES REPRESENTATIVE

WAVERLY MUNICIPAL ELECTRIC UTILITY-

1500 West Bremer Avenue Waverly, IA 50677 (319) 352-6251

November 27, 1985

Rose Chemicals PCB Division 2459 Charlottte St. Kansas City, MO 64108

ATTN: Jennifer Logan RE: Retrofill Project

Dear Ms. Logan:

Thank you for your quote of November 6, 1985 on the retrofill project for the Waverly Municipal Electric Utility.

Quotes were received from six vendors with firm prices ranging from \$18,500 to \$31,500; and the project was awarded to T & R Services for their firm offer of \$18,500.

Again, thank you for submitting a quote on this project.

Sincerely,

Robert O. Morse

Director

ROM: klb

JE 448 p. 121

WAVERLY MUNICIPAL ELECTRIC UTILITY

1500 West Bremer Avenue Waverly, IA 50677 (319) 352-6251

January 30, 1986

Dear

The Waverly Municipal Electric Utility would like a quote for the disposal of two (2) 75 KVA voltage regulators containing PCB's. Both units are Westinghouse, Serial Nos. 58J3182 and 58J3178. Both regulators have external tap changers and contain the following levels of PCB's:

58J3182 Tank 1240 PPM LTC 1173 PPM 58J3178 Tank 993 PPM LTC 1023 PPM

Total volume of oil is 105 gallons per unit. Total weight is 1200 lbs. per unit.

Quotes must include the cost of labor, equipment, transportation and disposal of the above units. Transportation and disposal must be in accordance with the latest EPA regulations. Quotes shall also include proof of insurance providing adequate coverage for all liabilities, proof of EPA approval of disposal site and methods of disposal, and a list of customers for which similar services have been provided. Successful vendor shall take title to PCB's upon receipt of units in Waverly, Iowa and provide Certificate of Disposal within the period allowed by EPA regulation.

All quotes must be submitted by February 28, 1986 and firm for at least 30 days to allow owner to review same. Quote should also include approximate date of pickup and disposal.

Sincerely,

Robert O. Morse Director

ROM: kb

cc: George Hall LaVerne Sadler

(ICB Vendors Kose Chemicale PCB Vivision 2459 Charlotte Street Kansas City, Missouri 64,08 att: Jennifer Loyan 1700 Sateway Blad. S.E.
Canton Olis 44707
att: Dean a Lage 3 Trinity Chemical Co. Inc. 12714 Ind St. Drandview Missourie 64030 att: Wielie Smith Sed Inc. Holling Co. Holling Co. P.O. Box 1604 Color Fill. Wonkesha, Wisconsin 53186 P.C. B. One (Presenting Chemical Behavior Inc) 2100 Wyandotte Kunsas City, Messoure 104 108



2459 Charlotte Street Kenses City, Missouri 64108 (816) 471-7227

FEB 1 1 1986

February 10, 1986

Waverly Municipal Electric Utility 1500 West Bremer Avenue Waverly, Iowa 50677

Attn: Mr. Robert Morse

Dear Robert,

Enclosed you will find firm pricing for the labor, equipment, transportation, and disposal of your PCB transformers.

Our unique disposal of PCB transformers involves draining and flushing with mineral oil. We then refill the unit with clean oil, heat and circulate to simulate on line conditions for a 90-day period. Analytical testing is performed at various times throughout this period and again at the conclusion of the 90-days. Once the unit has been reclassified to below 500 ppm, the carcass and core are broken down and vapor degreased. Upon wipe testing, and verification of surface contamination being below 2 ppm PCB, the salvageable metals may be scrapped.

This provides you, the generator, with two valuable benefits. First, the need to drain and flush transformers, creating further generation of waste, is alleviated. Second, the chain of custody is ended and no potential remedial action, involving identifiable material in landfills, exists.

If the terms, conditions, and pricing are acceptable to you, please sign and return the Customer Agreement and Schedule A for my signature. Also, please complete and return the Waste Data sheet so that we can prioritize our disposal schedule. A pick up date can then be scheduled at your convenience.

A copy of our insurance coverage will be forthcoming under seperate cover. Waverly Municipal Electric Utility will be named as an additional insured under our coverage after receipt of a signed contract.

Please do not hesitate to call should I be of further assistance.

Sincerely,

Jennifer Logan (

Sales Representative

JL/sp Encl.

SCHEDULE A

This Schedule A is the attachement referenced in Sections 2.	_	ement between PCB Division and Client dated
February 10, 1986 by and between PCB D The following schedule sets forth the materials to be transferr		vision and charges for same:
Disposal of the below specified ma	nterial:	
(2) 75 KVA non-leaking	transformers	\$1368.32
*Transportation from Waverly, IA	to Holden, MO.	\$900.00
*Can be pro-rated if combined with	other material.	
•		
Date PCB Material Placed in Storag	ge for Disposal	
DateSignature_		
Rose Chemicals cannot accept any m not properly labeled by the Genera	material at the load stor, including date	ding site which is e of storage.
	•	
Excess waiting time described in Section 9 shall be charged a Terms: days.	at \$55.00 per hou	ır.
Prices are firm for days.		
IN WITNESS WHEREOF, PCB Division and Client have e sentatives on the day and year indicated and in conformance	each caused this Schedule A e with the general provisions	to be executed by their duly authorized repre- s of the Agreement between PCB Division and
Client executed		
MARTHA C. ROSE CHEMICALS, INC. PCB DIVISION		
		RLY MUNICIPAL ELECTRIC UTILITY
Jennifer Logan Title: Sales Representative	-	
Title: <u>Sales Representative</u>		
Date:	Date:	U 14001

CUSTOMER AGREEMENT

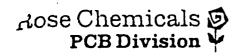
THIS AGREEMENT is made and entered into the	is <u>10th</u>	day of _February	., 198 <u>86</u> .,
by and between <u>WAVERLY MUNICIPAL</u>	ELECTRIC UTILITY		
whose business address and office is	als, Inc., PCB Division, a Missour	ri corporation having its principal plac	e of business

- 1. It is understood by the Client that the only PCB items authorized and accepted for transport to PCB Division's storage and disposal site are the following:
 - A. PCB liquids.
 - B. PCB large high or low voltage capacitors.
 - C. PCB transformers and/or voltage regulators.
 - D. PCB soils, sorbents, rags.
- 2. The transportation, storage, treatment and disposal charges that Client agrees to pay are set forth in Schedule A of this Agreement, the provisions of which are incorporated herein as though fully set out.
- 3. Client agrees to load PCB items at its designated location, that such loading will be performed by Client's employees and agents, and that PCB Division's driver will not be required to assist in said loading. Client further agrees that PCB items shall be properly classified, described, packaged, marked and labeled prior to loading, and will be in proper condition for transportation or disposal according to applicable standards and regulations of the United States Department of Transportation, United States Environmental Protection Agency or any relevant state agency. PCB Division agrees that it will conform with said standards and regulations in transporting and disposing of said PCB items. Client agrees to assume any responsibility for compliance with any special local regulations which may apply to loading PCB items or transportation thereof within the state where loaded. Client further agrees that it will correctly and accurately advise the PCB Division driver or other PCB Division employee as to the contents of each PCB item and that it will specifically advise said driver or employee as to which containers, if any, contain liquids or other materials capable of leaking and which do not. Client further agrees to stencil or label each container correctly and accurately.
- 4. a) For invoicing purposes, the parties hereto agree that PCB items will be weighed by Client prior to PCB Division receiving same, and that PCB Division shall again weigh said items at its disposal site and that said disposal site weight reading shall be conclusive and binding hereunder. Weight will be recorded by PCB Division on manifests at its disposal site and a copy thereof forwarded to Client. Client agrees to pay PCB Division for services rendered, including but not limited to waiting time, transportation, storage and disposal, according to rates set forth on Schedule A of this Agreement.
- b) For invoicing purposes, the parties hereto agree that all oil, whether bulk, drum or otherwise contained, shall be analyzed by PCB Division and that said laboratory analysis shall be binding and conclusive on both parties. The gas chromatograph record will be made by PCB Division and forwarded to Client upon request.
- 5. Client acknowledges that PCB Division's storage and disposal site will refuse any PCB items not properly labeled or packaged, or in unapproved containers, and Client agrees that PCB Division may return any PCB items at Client's cost and expense that have been refused at PCB Division's disposal site because of unapproved containers or improper labeling or packaging. PCB Division retains the exclusive right to refuse any PCB items that do not meet applicable standards or regulations, or which are in unapproved containers or are improperly labeled or packaged.
- 6. Ownership and title to PCB items, including containers, if any, will pass from Client to PCB Division:
 - a) Upon completion of loading, if PCB Division furnishes transportation;
 - b) Upon acceptance at PCB Division's storage and disposal facility, if Client provides transportation.
- 7. Client agrees to pay any applicable federal, state or local tax, including sales and use tax, imposed upon PCB Division by governmental authorities, including Client's home state, for services rendered by PCB Division.
- 8. The parties hereto agree that any question of fact or law arising out of a dispute between the parties hereto shall be decided by Missouri courts for the County of Johnson in accordance with the laws of the State of Missouri, as though each act and event had occurred within the State of Missouri.
- 9. The parties hereto further agree that PCB Division's normal storage and disposal price includes one (1) hour loading time per vehicle at Client's loading site, and Client agrees to reimburse and pay PCB Division at the rate set forth on Schedule A attached hereto for all loading and waiting time incurred by PCB Division in excess of said one (1) per hour per vehicle at said loading site; the parties hereto agree to reasonably cooperate with respect to loading and removal of PCB items from Client's loading site.

- 10. PCB Division agrees to indemnify, hold harmless and defend Client from and against any and all liabilities, claims, penalties, forfeitures, suits or costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Client may hereinafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by PCB Division's breach of any term or provision of this Agreement; or any negligent or willful act or omission of PCB Division, its employees or subcontractors in the performance of this Agreement.
- 11. Client agrees to indemnify, hold harmless and defend PCB Division from and against any and all liabilities, claims, penalties, forfeitures, suits or costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereinafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by Client's breach of any terms or provision of this Agreement; or any negligent or willful act or omission of Client, its employees or subcontractors in the performance of this Agreement; or, the delivery to PCB Division from Client of wastes which do not conform to the description thereof in this Agreement.
- 12. If, during the term of this Agreement, Client shall become delinquent in settling its account or shall be in default of any provisions of this Agreement, PCB Division may suspend its performance hereunder until such deliquency or default has been corrected, provided, however, that no suspension shall be effective unless and until PCB Division has given written notice of default to the Client with at least ten (10) days to cure such default. After written notice, should Client continue to be in default of provisions contained within this Agreement, PCB Division will have the right to assign collection to an independent party.
- 13. Either party shall have the right to cancel this Agreement at any time if the other party becomes insolvent, or had a bankruptcy petition filed by or against it. Either party shall have the right to cancel this Agreement at any time upon giving thirty (30) days notice to the other party.
- 14. Unless otherwise specified and made a part hereof, this Agreement is not to be construed as granting PCB Division the exclusive right to haul and/or treat and dispose of Client's PCB items. This contract specifically refers to those PCB items set forth on Schedule. A attached hereto. Client reserves the right to contract with third parties for such other services as it deems necessary or appropriate.
- 15. An invoice shall be prepared by PCB Division for each load of PCB items received at Client's loading site or at PCB Division's storage and disposal facility. Said invoices shall be paid by Client within twenty (20) days from receipt, net terms. In the event Client does not remit payment in full within the prescribed period, an additional one and one half percent (1.5%) per month shall be assessed to unpaid balance. In the event that PCB Division provides transportation for PCB items, PCB Division shall bill and invoice Client and Client further agrees to pay for all transportation, cleaning and related charges at rates set forth on Schedule A attached hereto.
- 16. This Agreement constitutes the entire Agreement between PCB Division and Client in respect to the services and equipment specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification hereto shall be binding on PCB Division or Client unless it shall be in writing and signed by both parties.

IN WITNESS WHEREOF, PCB Division and Client have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

ACCEPTED:			
MARTHA C. ROSE CHEMICALS, INC. PCB DIVISION	WAVERLY MUNICIPAL ELECTRIC UTILITY		
By:			
Title: Sales Representative	_ Title:		
Date:	Date:		



2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

WASTE DATA

pick up schedul	nformation on this sheet. He can be issued. If your we will provide for the ap	company has need of analyti	d BEFORE a cal labor-					
CUSTOMER NAME:	CUSTOMER NAME:							
		 						
CITY:	STATE:	ZIP:						
	ERATING FACILITY (S):		•					
CITY:	STATE:	ZIP:	· ·········· .					
•								
			· .					
								
DESCRIPTION OF	PCB MATERIALS:							
								
		· · · · · · · · · · · · · · · · · · ·						
□OILS □ CAPA	CITORS TRANSFORMERS (WITH	OIL) TRANSFORMERS (DRAIN	ED) DEBRIS					
TRANSFORMER DI	MENSIONS AND WEIGHTS, NOTE	ON BACK.	·					
HOW PACKAGED: [☐ DRUMS ☐ BULK ☐ OTHER:_							
DOES MATERIAL	CONTAIN. RCRA MATERIALS?	YES NO IF YES, EXPLAIN:	· · · · · · · · · · · · · · · · · · ·					
SPECIFY TYPE O	F OIL: SYNTHETIC MINE	RAL OIL SILICONE OTHE	R:					
		· · · · · · · · · · · · · · · · · · ·						

		JYES L_INO IF SO, PLEASE INCLUDE BELOW.
AROCLOR:		CONTAMINATION LEVEL:
ARE SHIPPING CO	NTAINERS REQUIRE	D ☐ YES ☐ NO IF SO, INDICATE BELOW TYPE AND
TYPE: WOOD	BOXES META	L BOXES DRUMS
QUANTITY:	•	· · · · · · · · · · · · · · · · · · ·
ARE LABELS NEED	ED? YES N	0
ARE GENERATOR ST	TORAGE DATES ATT	ACHED TO MATERIAL? YES NO
IS MATERIAL FROM A COPY OF THE SI	M A REPORTABLE S PILL REPORT BE A	PILL? YES NO IF YES, IT IS NECESSARY THATTACHED.
ARE LAB PACKS II	NCLUDED? YES [□ NO
TRANSFORMER DIM	ENSIONS AND WEIG	HTS:
X	X	WEIGHT
ADDITIONAL COMM	ENTS:	
	······································	·
CIONATURE		
TITLE:		

ANNUAL SERVICE CONTRACT

CUSTOMER REFERENCE LUST

Carolina Power and Light Company
411 Fayetteville Street
Raleigh, NC 27602
ATIN: Stan Conyers

Central Iouisiana Electric Co. P. O. Box 510 Pireville, IA 71360 ATIN: Paul Turregano

Colorado Springs Department of Public Utilities P. O. Box 1103 Colorado Springs, CO 80947 ATTN: Jack Ross

Iowa Public Service P. O. Box 778 Sioux City, IA 51102 ATTN: Jack Hardie

Kansas Power & Light CO. P. O. Box 889 818 Kansas Avenue Topeka, KS 66601

West Texas Utilities P. O. Box 841 Abilene, TX 79604 ATIN: Carl Norton Iouisiana Power & Light 142 Delaronde New Orleans, IA ATTN: Ed Peters

New England Power Service Co. 25 Research Drive Westboro, MA 10581 ATTN: Paul Botelho

Oklahoma Gas & Electric Co. P. O. Box 321 - MC-1043 Oklahoma City, OK 73101 ATTN: Q. W. Bennett

Omaha Public Fower District 1623 Harney Street Omaha, NE 68102 ATTN: Bill Rozmarin

Southwestern Electric Power Co. P. O. Box 21106 Shreveport, LA 71156 ATIN: Tom Epperson



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
324 EAST ELEVENTH STREET
KANSAS CITY, MISSOURI - 64106

JUL 2 1984

OFFICE OF THE REGIONAL ADMINISTRATOR

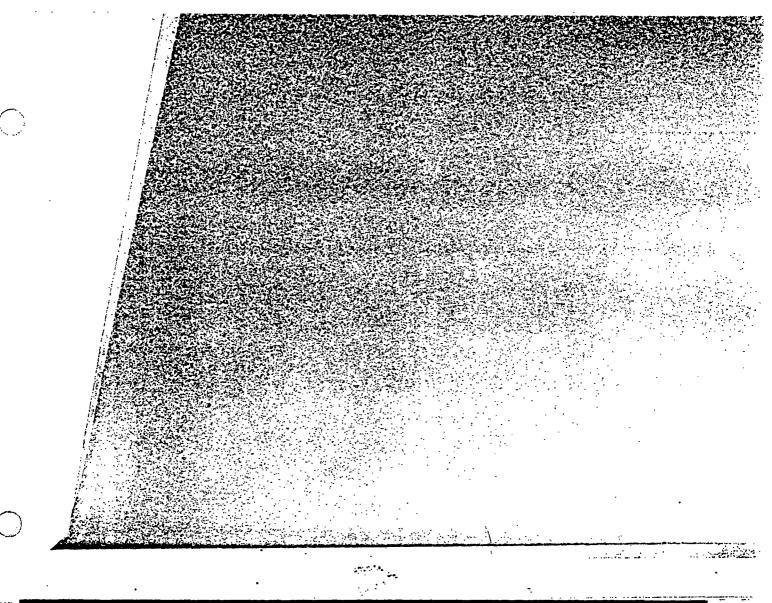
Mr. Walter C. Garolan President Martha C. Rose Chemicals, Incorporated PC3 Division 2459 Charlotte Kansas City, Missouri 64108

Dear Mr. Carolan:

Incorporated to Martha C. Rose Chemicals, Incorporated, to process Polychlorinated Biphenyl (PCB) transformers as an alternate disposal method in the manner described to the Environmental Protection Agency (EPA). This approval, which is subject to the enclosed conditions, is effective only for the Martha C. Rose Chemicals, Incorporated, facility at 500 West McKissock, Holden, Missouri 64040. This approval is granted pursuant to Section 6(e) of the Toxic Substances Control Act (TSCA) and 40 CFR 761.60(e) and is based upon the demonstrated ability of this processing method to reduce the volume of material subject to PCB disposal requirements.

Only material containing less than two (2) parts per million (ppm) will be considered non-PCB material. All material which exceeds this limit will be considered PCBs or PCB items and shall be managed as such. It is our understanding that there will be no emission of PCBs to the air or water (surface or groundwater).

This approval shall be effective July 1, 1984, and shall be effective for three (3) years only, until July 1, 1987. This approval may be withdrawn or the conditions for approval may be amended any time the EPA has reason to believe the operation of this processing method poses an unreasonable risk of injury to health or the environment. Withdrawal of the approval or imposition of further conditions also may result from further EPA rulemaking with respect to PCBs. Moreover, violation of any condition included as part of this approval (see enclosure) may subject Martha C. Rose Chemicals, Incorporated, to enforcement action and/or termination of the approval.





ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes: on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA: on all applications for a Federal Hazardous Waste Permit: and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER

MOD980633069

MARTHA C. BOSE CHEMICAL CO. DBA PCB ELIMINATORS INC.

2459 Charlotte St. Kansas City, Mo. 64108

INSTALLATION ADDRESS

500 W. McKissock St. Bolden, Mo. 64040

2/25/82

EPA Form 8700-12A (4-80)

KOIC, CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 7-7-81

「	2 / UP
PRODUCER Alexander & Alexander	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
1). Box 13647 Kansas City, MO 64199	COMPANIES AFFORDING COVERAGE
	COMPANY A National Union Fire Insurance Company of Pittsburgh, PA
INSURED	COMPANY B
Martha C. Rose Chemical, Inc. PCB Division	COMPANY C
2459 Charlotte Kansas City, MO 64108	COMPANY D
Attn: Contracts Department	COMPANY E

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDI-TIONS OF SUCH POLICIES.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABIL	TY LIMITS IN T	
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A	X COMPREHENSIVE FORM	HGL 8018936	2/5/86	2/5/87	BODILY	\$	\$
	X PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARO			_, _, _,	PROPERTY DAMAGE	\$	\$
	PRODUCTS/COMPLETEO OPERATIONS X CONTRACTUAL X INDEPENDENT CONTRACTORS				BI & PO COMBINED	\$ 1,000	\$ 1,00
7	BROAD FORM PROPERTY DAMAGE É PERSONAL INJURY X Broad Form Endorsem	ent-			PERSO	NAL INJURY	\$1,00
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verly Municipal Electric Utiliti Attn: Mr. Robert Morse 1500 W. Bremer Ave 50677 Waverly, IA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

THORUED REPRESENTATIVE

COIC. CERTIFICATE OF INSURAN

ISSUE DATE (MM/DD/YY)

2-14-86

PRODUCER Alexander & Alexander 7 7. Box 13647	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
ksas City, MO 64199	COMPANIES AFFORDING COVERAGE
	COMPANY A National Union Fire Insurance Company of Pittsburgh, PA
INSURED	COMPANY B
Martha C. Rose Chemical, Inc. PCB Division 2459 Charlotte Kansas City, MO 64108	COMPANY C
	COMPANY D
Attn: Contracts Department	COMPANY E
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THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Javerly Municipal Electric Utility Attn: Mr. Robert Morse 1500 West Bremer Avenue Waverly, IA 50677

CANCELLATION

should any of the above described policies be cancelled before the expiration date thereof. The issuing company will endeavor to mail 10° days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

WIND A REPRESENTATIVE

WAVERLY MUNICIPAL ELECTRIC UTILITY-

1500 West Bremer Avenue Waverly, IA 50677 (319) 352-6251

March 6, 1986

Rose Chemicals PCB Division 2459 Charlotte Street Kansas City MO 64108 ATTN: Jennifer Logan

Dear Ms. Logan:

Thank you for submitting a quote for the disposal of two (2) PCB voltage regulators for the City of Waverly Municipal Electric Utility.

A decision was made to accept the quote of PCB Disposal Systems, Inc. for their bid of \$1150.00.

Sincerely,

Robert O. Morse

Director

ROM:kb

ISSUE DATE (MM/DD/YY) THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Alexander & Alexander . O. Box 13647 COMPANIES AFFORDING COVERAGE .ansas City, MO 64199 National Union Fire Insurance Company of Pittsburgh, PA COMPANY LETTER COMPANY LETTER INSURED Martha C. Rose Chemical, Inc. COMPANY LETTER JUN 1 6 1986 PCB Division 2459 Charlotte COMPANY D Kansas City, MO 64108 Attn: Contracts Department

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY

BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDI-

COMPANY

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Waverly, IA 50677

verly Municipal Electric Utilities
Attn: Mr. Robert Morse
1500 W. Bremer Ave

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY TIME HOLDER THE COMPANY ITS AGENTS OR REPRESENTATIVES.

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

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WORKERS' COMPENSATION

AND

EMPLOYERS' LIABILITY

iverly Municipal Electric Utility attn: Mr. Robert Morse 1500 West Bremer Avenue Waverly, IA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX-PIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF AND WIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

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(EACH ACCIDENT)

(DISEASE-POLICY LIMIT)

(DISEASE-EACH EMPLOYEE)

-WAVERLY MUNICIPAL ELECTRIC UTILITY-

1500 West Bremer Avenue Waverly, IA 50677 (319) 352-6251

January 28, 1987

J. Scott Pemberton
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
726 Minnesota Avenue
Kansas City KS 66101

RE: Martha C. Rose Chemicals, Inc. Site

Dear Mr. Pemberton:

The Waverly Municipal Electric Utility has elected to participate in the cleanup activities at the above referenced site through the "Rose Chemical Steering Committee" and has paid the voluntary assessment of \$200 that was requested by the Steering Committee on September 26, 1986.

The voluntary participation and payment of assessments should not be construed as an admission of responsibility for the alleged damages resulting from PCBs shipped to Rose Chemicals, Inc. by the Utility and should not limit the Utility from pursuing other avenues provided by law.

Based on information received to date and the informational meetings held by the Steering Committee, the project seems well managed for the benefit of all parties concerned and the Utility's participation is an effort to minimize its' expenses.

Sincerely,

Robert O. Morse

Director

ROM: klb

cc: Steve Egli, Utility Counsel

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SPIEGEL & McDIARMID

1350 NEW YORK AVENUE NW WASHINGTON DC 20005-4798

TELEPHONE (202) 879-4000 TELECOP(ER (202) 879-4001 TELECOPIER (202) 879-4081

January 30, 1989

P DANIEL BRUNER SCOTT H. STRAUSS BEN FINKELSTEIN DONALD WEIGHTMAN MARGARET A. MCGOLDRICK BARBARA S. ESBIN MARTIN S. PUTNAM SUSAN M. BERNARD DIANE H. LAUTRUP LISA G. DOWDEN WILLIAM S. HUANG 2 JULIE E. MANDELL ' RISE J. PETERS

PETER J. HOPKINS 4 NANCY R. PAGE * RUSSELL F. SMITH, III * KODWO GHARTEY-TAGOE

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MEMBER OF VIRGINIA BAR ONLY

MEMBER OF NEW YORK BAR ONLY

MEMBER OF NORTH CAPOLINA BAR ONLY

BY HAND

OF COUNSEL SPENCER L KIMBALL M. ANNE SWANSON RENA STEINZOR

GEORGE SPIEGEL PC

SANDRA J. STREBEL

JAMES N. HORWOOD

FRANCES E. FRANCIS

DANIEL I. DAVIDSON

DANIEL GUTTMAN

PETER K. MATT

DAVID R. STRAUS

BONNIE S. BLAIR

JOHN J. CORRETT

GARY J. NEWELL MARC R. POIRIER

THOMAS C. TRAUGER

CYNTHIA S. BOGORAD

RICHARD A. BROWN JOSEPH VAN EATON

ROBERT A. JABLON

ALAN J. ROTH

ROBERT C. MCDIARMID

Mr. James J. Kohanek Clean Sites Inc. 4th Floor 1199 North Fairfax Street Alexandria, VA 22314

Re: Rose Chemical

Dear Jim:

I am writing this letter on behalf of Waverly Municipal Electric Utility, Waverly, Iowa. to tender payment as a Consent Party for the Cleanup of the Rose Chemical site in Holden, Missouri.

Enclosed is a check from Waverly for \$7,440.22, which includes the amount assessed by the Rose Chemical Steering Committee in its Assessment Report of April 11, 1988, and the "late interest charge" of 12 percent for the time period between July 19 and the date of payment. Enclosed is the executed copy of the Consent Agreement.

In order to participate in the Rose Chemical Cleanup as a Consent Party, Waverly was assessed \$7,006.30 by the Steering Committee for waste sent to the site. Using this figure. Waverly calculated the "late interest charge" on the basis of a one percent per month formula, for a total of \$433.92.

In tendering payment as a Consent Party to the Rose Chemical Cleanup, Waverly would like to call your attention to its status as a member of the Rose Chemical De Minimis Group. This group of de minimis PRPs negotiated several "clarifications" of the Consent Agreement offered by the Steering Committee, which are described in a letter, dated November 18, 1988, from the Committee's attorney, Sheldon Zabel, to me. Waverly tenders payment with the understanding that the terms outlined in Sheldon Zabel's letter govern the operation of the executed Consent Agreement.

If you have any questions about this, please do not hesitate to call me.

Sincerely,

Rena Steinzor

Enclosures

cc: Robert Morse

J. Scott Pemberton, Esq. Sheldon Zabel, Esq.

WAVERLY MUNICIPAL ELE	CTRIC UTILITY		CHECK NO.	07036		
DATE	DESCRIPTION	AMOUNT	DEDUCTION	NET AMOUNT		
January 25, 1989	Consent Agreement Paym	ent		\$7440.22		
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PAY TO THE ORDER OFROSE CHEMICALS ADMI	NISTRATIVE FUND	DATE CONTROLN January 25, 1989 70		AMOUNT 7440.22		
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FOIA Exemptions 4, 6

#007036#

ROSE CHEMICALS CONSENT PARTY AGREEMENT

This agreement ("Agreement") is entered into by the parties listed in Attachment A hereto (the "Steering Committee Parties") and the party signing this Agreement (the "Consent Party") collectively referred to herein as the parties.

WHEREAS, each of the parties hereto is among the entities that have been identified by the United States Environmental Protection Agency ("EPA") as potentially responsible parties under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. §9601 et seq., for response costs at the facility formerly operated by Martha C. Rose Chemicals, Inc. ("Rose") at 500 W. McKissock Street, in Holden, Missouri,

TRACT SURVEY DESCRIPTION: PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 45, RANGE 28 IN JOHNSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, AFORESAID, RUN THENCE NORTH 0°18'17" EAST, ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION, 264 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: CONTINUING THENCE NORTH 0°18'17" EAST, 584 FEET; THENCE SOUTH 81°37'15" EAST, 936.82 FEET TO THE NORTHWEST CORNER OF THE "FINNEY ROW" ADDITION TO THE CITY OF HOLDEN, MISSOURI: THENCE SOUTH 0°19'28" WEST, 499.97 FEET TO THE NORTHWEST CORNER OF "FINNEY ADDITION": THENCE SOUTH 89°47'00" WEST, 55 FEET; THENCE SOUTH 0°19'28" WEST, 178 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 58, OR SECOND STREET; THENCE SOUTH 89°47'00" WEST, ALONG THE NORTH LINE OF HIGHWAY NO. 58, 319.33 FEET; THENCE NORTH 0°18'17" EAST, AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, 234 FEET; THENCE SOUTH 89°47'00" WEST, 553 FEET TO THE POINT OF BEGINNING, CONTAINS 12.73 ACRES, MORE OR LESS (the "Rose Site"); and

WHEREAS, certain potentially responsible parties have formed themselves into the Rose Chemicals Steering Committee (the "RCSC") for the purpose of negotiating with EPA Region VII in order to arrange for the cleanup of the Rose Site in a manner that is protective of human health and the environment, and is consistent with the National Contingency Plan; and

WHEREAS, the RCSC has undertaken, among other measures, a site inventory and certain site stabilization, security and necessary removal measures pursuant to an Administrative Order on Consent, Docket No. 86-F-0019, dated November 12, 1986 ("AO I"); and

WHEREAS, the RCSC has agreed with EPA, among other things, to complete the proper removal from the Rose Site and disposal of polychlorinated biphenyls (PCB) and PCB-contaminated materials pursuant to an Administrative Order on Consent, Docket No. 87-F-0007, dated October 29, 1987 ("AO II"); and

WHEREAS, the RCSC will endeavor to negotiate an additional agreement with EPA for further response activities at the Rose Site pursuant to which the Steering Committee Parties would obligate themselves to carry out specified remediation activities at the Rose Site (all activities, responsibilities and obligations undertaken by or on behalf of the RCSC at the Rose Site, including those undertaken pursuant to AO I, AO II and any subsequent agreement with EPA, are hereafter collectively referred to as the "Cleanup"); and

WHEREAS, the RCSC has undertaken to compile a Waste-in Report of PCBs and PCB-contaminated items sent to the Rose Site; and

WHEREAS, the RCSC has calculated each Consent Party's initial payment for the Cleanup; and

WHEREAS, the Consent Party agrees, as provided herein, to pay its share

of Cleanup costs; and

WHEREAS, the Consent Party wishes to be a Participating Party in the Cleanup; and

WHEREAS, the Steering Committee Parties are willing to direct the Cleanup upon the terms and for the consideration set forth herein.

NOW, THEREFORE, IT IS AGREED by the parties as follows:

- 1. In consideration of the Cleanup, and in consideration of this Agreement, the Consent Party agrees to pay to the Rose Chemicals Administrative Fund the amount listed for the Consent Party on Attachment B annexed hereto ("Consent Payment"). The Consent Payment represents an initial payment by the Consent Party of its share of the currently estimated cost of the Rose Site Cleanup. Such Consent Payment is made in partial settlement of, and to avoid litigation of, this matter to the extent provided below. Any Consent Party who has previously made payment to the Rose Chemicals Administrative Fund shall receive credit for that payment against the Consent Payment. The parties understand and agree that this Consent Payment is not in whole or in part a fine, penalty or monetary sanction of any kind. Except as otherwise provided in Paragraphs 9 and 10 below, the Consent Party understands and agrees that its Consent Payment shall be solely and irrevocably the property of the Steering Committee Parties.
- 2. Except for the "premium" portion received from parties accepting the Rose Chemicals Buyout Agreement, the Steering Committee Parties agree to use any monies received from other entities, public or private, toward the Cleanup at the Rose Site. In exchange, the Consent Party agrees that its Consent Payment may be used, proportionately, toward the cost of pursuing recalcitrant

parties and also to pay the recalcitrants' share of the Cleanup.

- 3. In consideration of this Agreement and receipt of the Consent Payment, the Steering Committee Parties agree as their exclusive obligation under this Agreement:
 - (a) To identify the Consent Party to EPA as a Participating

 Party under the provision in AO II and any subsequent

 agreements with EPA in the Cleanup;
 - (b) Upon final settlement of all Cleanup work with EPA or other governmental authorities, and final resolution of all pending Rose Site or off-site claims, whether governmental or private, to prepare an accounting to determine whether each Consent Party has paid its share of Cleanup costs as provided in Paragraph 10 below;
 - (c) To allow the Consent Party to become a signatory in any future agreements with EPA relevant to the Rose Site, assuming that the Consent Party has fulfilled its obligations under this Agreement and that such agreement with EPA is reached, and to receive the benefits, if any, of the protection EPA may give Participating Parties.
- 4. The Consent Payment may, or may not, represent the Consent Party's ultimate share of the total Cleanup costs at the Rose Site. The Steering Committee Parties expressly reserve the right, in their sole discretion, from time to time to make additional monetary demands on the Consent Party if the Consent Payment fails to cover the Consent Party's share of Cleanup costs. Any subsequent monetary demands shall be based on the Allocation Formula, dated March 10,

1988 (Attached) and will credit previous payments made by the Consent Party.

- 5. The Consent Party agrees to pay, within 30 days of receipt of any invoice, to the Steering Committee Parties additional monetary payments if the Consent Payment fails to cover the Consent Party's share of Cleanup costs.
- 6. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341, performance by a Federal Agency of the commitments under this Consent Party Agreement is subject to the availability of appropriated funds for such purposes. If appropriated funds are not available to fulfill requirements of this Consent Party Agreement, the Steering Committee Parties reserve the right to initiate such actions as they deem appropriate to the extent permitted by law. If funding is not available, the Federal Agency will notify the Steering Committee Parties in writing of this unavailability as soon as possible.
- 7. Except as necessary to enforce this Consent Party Agreement, the Consent Party agrees not to assert against any Steering Committee Party any claim for recovery of any costs or liabilities, including contribution or indemnification claims, arising out of the Cleanup. Except as necessary to enforce this Consent Party Agreement, the Steering Committee Parties agree not to assert against any Consent Party any claim for recovery of any costs or liabilities, including contribution or indemnification claims, arising out of the Cleanup.
- 8. The Consent Party agrees not to assert against any party who signs the Rose Chemicals Buyout Agreement and pays the appropriate Buyout amount, other than a party with whom the Consent Party has a contractual relationship regarding the transportation, handling, brokering, or other disposition of material at the Rose Site, any claim for recovery of any costs or liabilities, including contribution or indemnification claims, arising out of the Cleanup. The Steering

e design

Committee Parties shall send a list of the Buyout Parties to the Consent Parties as soon as practicable.

- 9. At least annually, the Steering Committee Parties shall send an accounting of Cleanup costs to the Consent Parties.
- discretion, are unable to reach agreement with EPA on continuing the Cleanup or are unwilling to continue Cleanup activities, the Steering Committee Parties shall prepare an accounting of Cleanup costs to date and shall refund that portion of the Consent Payment to each Consent Party for Cleanup work not done or make an additional monetary demand on the Consent Party if the Consent Payment fails to cover the Consent Party's share of Cleanup costs. The Consent Party shall continue to be subject to and bound by the restrictions in Paragraphs 6 and 7 prohibiting contribution and indemnification claims if the Steering Committee Parties are unable to reach agreement with EPA regarding the Cleanup or are unwilling to continue Cleanup activities.
- 11. Upon final settlement of all Cleanup work with EPA or other governmental authorities, and final resolution of all pending Rose Site or off-site claims, whether governmental or private, the Steering Committee Parties shall prepare an accounting under the Allocation Formula to determine whether each Consent Party has paid its share of Cleanup costs. A refund to each Consent Party for that outstanding portion, if any, of the Consent Payment which represents an overpayment will be made by the Steering Committee Parties. Alternatively, the Consent Party will be invoiced for any monies owing if the Consent Payment is insufficient to cover the Consent Party's share of the Cleanup.
 - 12. This Agreement does not constitute and shall not be interpreted

or construed as an admission by any of the parties of any liability under any federal, state, or local law or that the parties are in violation of or ever have violated any laws, rules, regulations and/or ordinances.

- 13. This Agreement shall be construed and enforced pursuant to the laws of the State of Missouri.
- 14. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 15. This Agreement and attachments constitute the entire understanding between the Steering Committee Parties and the Consent Party with respect to its subject matter and replaces prior agreements or understandings, if any, between the parties.
- 16. No Steering Committee Party, or representative or counsel for any Steering Committee Party, has acted as counsel for any other party with respect to such party's entering into this Agreement, and each party represents that it has sought and obtained any appropriate legal advice it deemed necessary prior to entering into this Agreement.
- 17. Any correspondence with respect to the Agreement shall be sent to:

Mr. James Kohanek Clean Sites Inc. Rose Chemicals Site, Consent Agreement Correspondence Suite 400 1199 North Fairfax Street Alexandria, Virginia 22314

In the event that the above address changes, the Steering Committee will so notify the Consent Parties at their respective addresses as contained on Attachment C.

18. This Agreement may be amended only by the unanimous written

consent of all parties, except for the addition of new Steering Committee Parties and for changes of address of parties to the Agreement.

- 19. The parties recognize that this Agreement will be executed in multiple originals by the parties on different dates in different locations. The parties acknowledge that this Agreement, as so executed, shall be valid and binding as though all parties had physically executed the same copy hereof. All multiple originals shall constitute one and the same Agreement. The person signing this Agreement represents and warrants that he or she is an authorized representative of the Consent Party and represents and warrants that he or she has been duly authorized to enter into this Agreement by each company or institution on whose behalf it is indicated that he or she is signing.
- 20. The rights granted under Paragraphs 2 and 3 apply only to the Consent Parties identified in Attachment C. No party not a signatory to this Agreement has a right, cause of action, or claim based on or arising from the Consent Agreement. Except as limited by Paragraphs 7 and 8, all parties to the Consent Agreement expressly reserve their rights against all other parties not signatories to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, the effective date of which shall be the 20th day of July, 1988, provided the signed Agreement and Consent Payment are received at the following address prior to the effective date: Mr. James Kohanek, Clean Sites Inc., Rose Chemicals Administrative Fund, Suite 400, 1199 North Fairfax Street, Alexandria, Virginia 22314. This Agreement shall be binding between and among the signatory parties on said effective date without regard to the subsequent execution of similar agreements by other parties.

Waverly Municipal Electric Utility		
Company Name		
By: But O. Mrse		
Signature		
Robert O Morse	Date 01-23-89	
Typed Name		
Director of Electric Utilities		
Title		•
(319) 352 6251		
Phone Number		

ROSE CHEMICALS CONSENT PARTY AGREEMENT

FOR: ILLINOIS POWER COMPANY Decatur, Illinois

ROSE CHEMICALS CONSENT PARTY AGREEMENT

By Mus Slave

Date_

FOR:

Carried Town

KANSAS POWER AND LIGHT COMPANY

Topeka, Kansas

G. L. NESBITT

EXECUTIVE VICE PRESIDENT

CENTRAL LOUISIANA ELECTRIC COMPANY, INC. Pineville, Louisiana FOR:

Larry DeJong Vice President

Transmission & Distribution Services

FOR: IOWA PUBLIC SERVICE COMPANY

Sioux City, Iowa

By Date 3/2 + 88

FOR: COMMONWEALTH EDISON COMPANY Chicago, Illinois

By GP & as Date 3-24-1988

FOR: NEW ENGLAND POWER SERVICE COMPANY

Westborough, Massachusetts

LEONARD F. CHARLA ASSISTANT GENERAL GUNSEL

FOR: GENERAL MOTORS CORPORATION

Detroit, Michigan

By William C. Jones

Date March 28,1988

FOR: OMAHA PUBLIC POWER DISTRICT

Omaha, Nebraska

By dender Mead Date 3-29-88

FOR: WEST TEXAS UTILITIES COMPANY

Abilene, Texas

FOR: INTERSTATE POWER COMPANY Dubuque, Iowa

New Orleans Public Service Inc. By	Date March 31, 1988
R. Drake Keith	
Executive Vice President	

FOR: NEW ORLEANS PUBLIC SERVICE INC.

New Orleans, Louisiana

By R. Drake Keith	Date March 31, 1988
Frecutive Vice President	•

FOR:

LOUISIANA POWER & LIGHT COMPANY New Orleans, Louisiana

By Dalec. War	Date 4/4/98
---------------	-------------

FOR: SOUTHWESTERN ELECTRIC POWER COMPANY Shreveport, Louisiana



By William J. Owen Date 4/1/88

FOR: MISSOURI PUBLIC SERVICE COMPANY

Kansas City, Missouri

By Johnson

Date Upril 8, 1988

FOR:

OKLAHOMA GAS & ELECTRIC COMPANY Oklahoma City, Oklahoma

COST ALLOCATION FORMULA for Martha C. Rose Chemicals, Inc. (Rose) Site Cleanup Holden, Missouri

March 10, 1988

Part I - Guiding Principles and Definitions

A. Guiding Principles

The general principles used by the Rose Chemicals Technical Subcommittee to develop the Cost Allocation Formula are as follows:

- 1. This allocation formula was developed to apply to all entities whose waste was sent, or who sent or arranged to send waste to Rose (hereafter referred to as generators). The allocation of costs to other responsible parties, including but not limited to the site owner and lessees, has not yet been addressed. The allocation and recovery of costs from other responsible parties will not affect the manner in which the formula applies but could affect the total amount to be allocated by the formula.
- 2. Any allocation formula must be fair and equitable to the waste generators regardless of their size or the amount of PCB materials they sent to Rose.
- 3. The formula must be as simple as possible to implement.
- 4. Certificates of Destruction, as provided by Rose to generators, should not be used as the cost allocation mechanism, for the reasons summarized below.

The Cost Allocation Formula has been developed on the basis of assigning costs according to the PCB materials presently remaining at the Rose site instead of attempting to make assumptions as to the PCB material disposed off site by Rose. The Allocation Task Force of the Technical Subcommittee, and Clean Sites, Inc., spent over thirty (30) man-days reviewing the Rose records. Following

this review, the Task Force concluded that Rose did not have a system to track wastes through to ultimate disposal following receipt of the wastes at the site. There is no evidence that Rose disposed of material in any time-sequential manner, such as first-in-first-out (FI/FO). Rose did not have a system for tracking waste in process. Although the Task Force acknowledges that Rose did process, and dispose off site, some of the material it received, there is no way to determine which (whose) wastes were ultimately sent to final disposal.

The Allocation Formula gives indirect credit to generators whose materials were processed and may have been sent off site. Under the Allocation Formula, intact, identifiable materials remaining on-site are allocated to the generator. Generators will be responsible for their proportionate share of wastes that are no longer intact or identifiable.

Finally, some Rose Certificates of Destruction (CD's) have been proven to be invalid because those CD's were issued by Rose for more waste than actually went to ultimate disposal. The Allocation Task Force interviewed a former Rose employee responsible for preparing CD's for Rose, who stated that documentation furnished to the employee to prove ultimate disposal of wastes was of a questionable nature.

- 5. Disposal costs for identifiable materials remaining at the site should be paid by the individual original generator.
- 6. Since no way exists to assign generator identity to the great bulk of PCB equipment and components, disposal costs for those items must be borne by PRPs as non-identifiable materials.
- 7. Rose receiving records, as verified by individual generators, and as corrected by the process in Part VI, appear to be valid for

determining the quantities of materials sent to the site by each generator.

B. Definitions

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1. Common Costs-All shared costs, which shall mean: (1) the cost of consultants, contractors, subcontractors, and common counsel authorized by the Steering Committee and used to carry out the Rose site cleanup (prior to and after November 12, 1986, the effective date of the first governmental order), (2) obligations under, and liability arising out of, the Clean Sites Inc. Agreement ("CSI Agreement," Contract No. CSI-PRP-863, dated July 24, 1986, as amended), and any other contracts entered into by authorization of the Steering Committee (as constituted since its inception on May 22, 1986), and (3) obligations under, and liability arising out of, the Administrative Order on Consent (Docket No. 86-F-0019), dated November 12, 1986 ("AOC I"), the Administrative Order on Consent (Docket No. 87-F-0007), dated October 29, 1987 ("AO II") and any subsequent agreements authorized by the Steering Committee to be entered into with government entities (which may include long-term contingency costs like on-site and contiguous off-site remediation), (4) common administrative costs authorized by the Steering Committee, (5) any other costs authorized by the Steering Committee, and (6) for Buyin Parties only, obligations under, and liability arising out of, the Rose Chemicals Buyout Agreement and the Rose Chemicals Consent Party Agreement. Except for certain indemnification obligations affecting Steering Committee members, common costs exclude costs incurred pursuant to a contract for disposal of generator-sent materials. Examples by category would be:

Administration: Legal fees; costs assessed by Clean Sites Inc., other than costs incurred pursuant to a contract entered into on behalf of the Steering Committee for disposal of generator materials; site stabilization and security; inventory; costs of other contractors and/or subcontractors whose

activities, taken as a whole, do not more appropriately belong in another category of common costs.

Site Cleanup: On-site and contiguous off-site soil removal/disposal; on-site and contiguous off-site assessment of any environmental media; cleanup of the site buildings; costs for City of Holden sewage aludge; disposal of Rose site and building (non-generator) debris; etc.

Long-Term Contingency: Any monitoring or on-site and contiguous off-site remediation not addressed by "site cleanup" above; health-effects-related legal and other expenses; obligations arising out of an indemnification provision in any contract entered into by authorization of the Steering Committee; any response costs associated with off-site shipments by Rose of generator or other responsible party materials, should such costs be imposed upon all Rose PRPs; etc.

- 2. <u>Disposal</u>—Sampling, transport and ultimate processing (landfilling, treatment or incineration) of materials.
- 3. Identifiable Materials—PCB items, including oil. capacitors. transformers, debris, electrical components, and other items, sent to Rose by outside generators, and whose original ownership (individual generator) can be presently determined through Rose receiving records, generator records, identification numbers and container labels. Containers (drums, boxes, crates) of intact (see below) materials, and transformers, with a label identifying one generator will be assumed to be the property of that generator. The presence of any Rose label will automatically assign the container to the non-identifiable category. The Task Force's investigation of the Rose site revealed that containers with Rose labels consistently contained in-process equipment (insulators, metal, etc.) or multiple generator equipment.

- 4. <u>Intact Materials—Non-processed items</u>, in original shipping containers, as shipped by the generator. Transformers need not contain fluid to be considered "intact."
- 5. <u>Non-Intact or Non-Identifiable Materials—All</u> materials sent by generators that are not identifiable or intact as defined above. Fluid drained from transformers subsequent to being received at the site will be deemed non-identifiable.

Part II - Cost Allocation Formula

A. Written Description

1. Disposal of Intact and Identifiable Materials

Costs will be assigned directly to the identified generator according to the category of materials shipped by that generator. The total weight of material assigned to an individual generator cannot exceed the total weight shown by Rose and/or generator records to have been shipped to the site by that generator.

2. Disposal of Non-Intact or Non-Identifiable Materials

Costs will be allocated according to the ratio of the weight of non-identifiable material (total material minus identifiable, from 1. above) sent by the generator divided by the total weight of non-identifiable material from all generators (total weight of material to the site minus total weight of identifiable material).

For purposes of this allocation, disposal cost of debris will be calculated separately from the cost of disposal of all other materials.

3. Common Costs

Common costs will be allocated as follows, by category:

Administration—Costs will be allocated according to the ratio of the total weight of materials sent to the site for each individual generator divided by the total weight of materials sent by all generators.

<u>Cleanup</u>—Costs will be allocated according to the ratio of the total weight of non-identifiable materials sent by each individual generator divided by the total weight of non-identifiable materials sent by all generators.

<u>Long-Term Contingency</u> (if any)—Same as for Administration costs.

B. Arithmetic Description

T = Total weight of all material sent to Rose by all generators.

I = Total weight of all remaining, identified material sent to Rose by all generators.

t_n = Total weight of all material sent to Rose by generator n.

in = Total weight of all remaining identified material sent to Rose by generator n.

U = Total weight of all non-identified material sent to Rose by all generators.

un = Total weight of non-identified, non-intact material sent to Rose by generator n.

N = Total number of generators.

 $T = \sum_{n} t_n$ for all generators.

I = $\sum i_n$ for all generators.

U = T - I.

 $u_n = t_n - i_n$.

1. Disposal of Intact and Identifiable Material

Cost for generator $n = i_n x(disposal cost per pound)$.

2. Disposal Cost of Non-Intact or Non-Identifiable Material

Cost for generator $n = (t_n - i_n) \times [$ disposal cost per pound \times (weight of remaining non-identifiable material at Rose site)]

Note: Calculations would be done separately for debris category and other material category.

3. Common Costs

Administration

Cost for generator $n = t_n x$ (total administration cost)

T

Cleanup

Cost for generator $n = (t_n - i_n) \times (total common cleanup cost)$

Long-Term Contingency

Cost for generator $n - t_n x$ (total contingency cost)

T

Part III - Example

Note: This example is hypothetical, and is not intended to represent any single company. Unit cost disposal figures are for demonstration purposes only. The example assumes that all non-Steering Committee PRPs agree to participate as Consent Parties.

A. Facts

•

1. Sunbelt Utilities Company (SU) sent PCB material in 1983 and 1984, in the following categories:

Total Weight	331,000 pounds
PCB Oil	37,000 pounds
Capacitors Transformers	129,000 pounds 117,000 pounds
Debris	48,000 pounds

2. Total weights of materials sent to Rose by all categories by all generators were:

Total Weight	24,568,000 pounds
PCB Oil	4,817,000 pounds
Transformers	3,119,000 pounds
Capacitors	12,642,000 pounds
Debris	3,990,000 pounds

3. Weights of identifiable materials remaining at Rose for all generators were:

Total Weight	6,809,000 pounds
PCB Oil	102,000 pounds
Transformers	916,000 pounds
Capacitors	4,687,000 pounds
Debris	1,104,000 pounds

Weights of non-identifiable materials remaining at Rose for all 4. generators were:

Total Weight	4,276,000 pounds
PCB Oil	914,000 pounds
Transformers	233,000 pounds
Capacitors	2,612,000 pounds
Debris	517,000 pounds

5. Common Costs for the Rose site were:

> Administration: \$2,125,000 Cleanup: \$1,820,000

Long-Term Contingency: None at this time 6. The following weights of materials were found remaining at the site, and were identifiable as being sent to Rose by Sunbelt:

PCB Oil Total Weight	None 241.500 pounds
Transformers	117,000 pounds
Capacitors	82,000 pounds
Debris	42,500 pounds

- 7. Cost Allocation to SU would be as follows:
 - a) Disposal of Identifiable Materials

Debris: 42,500 lbs x \$0.27 per lb = \$11,475 Capacitors: 82,000 lbs x \$0.57 per lb = \$45,920 Transformers: 117,000 lbs x \$1.20 per lb = $\frac{$140,400}{$197,795}$

b) Disposal of Unidentifiable Materials

Debris: 5,500 lbs x 517,000 lbs* x \$0.27 per lb

2,886,000 lbs

= \$266

Other: 84,000 lbs x 3,759,000 lbs* x \$0.69 per lb

14,873,000 lbs

= \$14,650

*Total weights of non-identifiable or non-intact materials to be disposed of.

c) Common Costs

 $\mathbb{R}_{\mathcal{C}} = \mathbb{R}_{\mathcal{C}} \left(I_{\mathcal{C}} \right) = \mathbb{R}_{\mathcal{C}}$

1) Administration:

 $\frac{331,000 \text{ lbs}}{24,568,000 \text{ lbs}}$ x \$2,125,000 = \$28,630

2) Clean-up:

$$\frac{89,500 \text{ lbs}}{17,759,000} \times \$1,820,000 = \$9,170$$

- 3) Long-Term Contingency: None
- 4) TOTAL COMMON COSTS: \$37,800
- d) Total Costs for Sunbelt Utilities:

Disposal of Identified Materials:	\$197,795
Disposal of Non-Identified Materials:	14,916
Common Costs:	37,800
	\$250,511

Part IV - Dispute Resolution

Waste-in record discrepancies addressed to CSI by a PRP shall be reviewed by the Records Review and Reconciliation Task Group of the Technical Subcommittee. The Task Group recommendations on resolution of the dispute shall be reviewed by the Technical Subcommittee and may be overturned by a two-thirds majority of the Technical Subcommittee in attendance. The Steering Committee shall hear and decide appeals from decisions of the Technical Subcommittee. The Steering Committee may, by a two-thirds vote of members in attendance, reverse or modify the decisions of the Technical Subcommittee, or may remand to the Technical Subcommittee for further consideration.

Warry Municipal Electric

HAZARDUUS WASTE MANIFEST

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8-1-83

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Our Cers.

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MARTHA C. ROSE CHEMICALS, INC. PCB DIVISION

SERIAL NO. SEQ.
MANIFEST NO. () 250 MATERIAL LOG Post Treatment - STORAGE house Weight PPM Weight SHIPPER LOCATION MANIFEST NO. FROM: TO: NO. IN-HOUSE OTHER CIMS HERE 13. 12. 10. 11. 1.BS SHIPPED OUT PROCESSED 9/28/83 3730 T mes C-5385 9-1-83 11-24TY 12-39-84 9/29/83 C-538/ 1-5387 1-5388

REMARKS:

MARTHA C. ROSE CHEMICALS, INC. PCB DIVISION MATERIAL LOG

REMARKS:

SERIAL NO. SEQ.

MANIFEST NO.

DATE:

CUSTOMER: Libixili, Musicial Electric

PAGE NO. 1 - 1

3459 CHARLOTTE STREET KANSAS CITY, MISSOURI 64108 PHONE: 816-471-7227 TREATMENT RECEIVING PPM Post Pre Ware-MAN STORAGE Treatment SAM DIF Treatment house MANIFEST NO. FROM: | TO: Weight Weight PPM PPM PPM SH1 PPER NO. LOCATION IN-HOUSE OTHER [;] 6. 1. 2. 3. **5**. 13. 11. 12. 10. 74.0 PROCESSED SHIPPED OUT (ev- xx) 02.500 0250 11-19-11-11-11 C-1-2: G128/83 MACR 12-18-28-3730 11-34 1 13-34-84 9/29/83 £ C-538/ 11-34 1 1 134 56 H 0- 5320 المركبية المدينات 30, 11-25:54 /2:04-5/ (P. 3388) 11 Au FH 12 24-14 C-3-29 70- 5290 1170 لآبية 174 1/10/24 200 7- 3301 51/10/24 101 A-12395 424

Material Pickup Form

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CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Generator <u>Waverly</u>	<u>sy</u>			
Origin <u>lowa</u>	· 			
Date Received9	/1/83	Date	Proces	sed 5 <u>/10, 5/12/84</u>
Material Processed _	3,730 lbs.	PCB capacito	rs, 3 dr	ums PCB oil
Manifest Number	250			
Date 5/17/84				

INDEX

- Summary sheets setting forth information responding to questions numbered 1 through 11.
- 2. Manifests
- 3. Invoices
- 4. Cancelled checks
- 5. Certificates of disposal and/or processing

NEBRASKA PUBLIC POWER DISTRICT RE: MARTHA C. ROSE CHEMICALS, INC., SITE; UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION VII LETTER OF NOVEMBER 13, 1986

ITEM NUMBER*	11	1	i	2	3&6	3&6	3&6	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE & QTY. CAPACITORS		TYPE & QTY. DRUMS OIL 50-10,000 PPM	TYPE & QTY. TRANSFORMERS DRAINED OVER 500 PPM	AMOUNT PCB'S KILOGRAMS	TYPE & QUANTITY DRAINED
•	09/16/83	0271 B	1290	Martha C. Rose					10,765 KGS.	None
				Chemicals, Inc.		21 Drums			2,930 KGS.	None
								2	352 KGS.	2**
							9 Drums	:	465 Gals.; 1,585 KGS. (Computed @ 7 Lbs./Gallon ar divided by 2.2	'.5 id

- Above items were removed from service and placed into storage for disposal between September 2, 1982, and September 16, 1983.
- Nebraska Public Power District's Operation Center, York, NE.
- 9 Amount Paid: \$14,785.55
- 10 Not Applicable
- Accompanying are copies of the manifest(s) and invoice(s) referenced above; certificates of disposal and/or processing, if any, received from Rose in connection with the same; and cancelled check(s) (front and back) relating to the responses to 9 and 10 above.
 - *The item numbers correspond to the numbered requests for information set forth on page two of EPA's letter dated November 13, 1986.
 - **The two referenced transformers are known by NPPD to have been drained; however, it is unknown whether the liquid contents of those particular transformers were sent to Rose or elsewhere.

MEBRASKA PUBLIC POWER DISTRICT RE: MARTHA C. ROSE CHEMICALS, INC., SITE; UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION VII LETTER OF NOVEMBER 13, 1986

'EM UMBER*	1	11	1	2	3&6	4 ^	5				
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED				
	09/15/83	0271 A	1274	Martha C. Rose Chemicals, Inc.	5,472 Gallons (Computed @ 7.5 Lbs./Gallon)	41,040 Lbs.	None				
7	Above items v	Above items were removed from service and placed into storage for disposal on September 15, 1983.									
8	Nebraska Pub	Nebraska Public Power District's Operation Center, York, NE.									
9	Amount Paid:	Amount Paid: \$5,657.30									
10	Not Applicable	Not Applicable									
11	Accompanying received from	Accompanying are copies of the manifest(s) and invoice(s) referenced above; certificates of disposal and/or processing, if any, received from Rose in connection with the same; and cancelled check(s) (front and back) relating to the responses to 9 and 10 above.									
	*The item numbers correspond to the numbered requests for information set forth on page two of EPA's letter dated November 13, 1										

NEBRASKA PUBLIC POWER DISTRICT RE: MARTHA C. ROSE CHEMICALS, INC., SITE; UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION VII LETTER OF NOVEMBER 13, 1986

ITEM NUMBER*	1	1	1	2	3 & 6	4	5				
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED				
	09/19/83	0271 D	1289	Martha C. Rose Chemicals, Inc.	5,565 Gallons (Computed @ 7.5 Lbs./Gallon)	41,740 Lbs.	None				
7	Above items v	Above items were removed from service and placed into storage for disposal on September 19, 1983.									
8	Nebraska Pub	Nebraska Public Power District's Operation Center, York, NE.									
9	Amount Paid:	Amount Paid: \$5,736.50									
10	Not Applicable	Not Applicable									
11		Accompanying are copies of the manifest(s) and invoice(s) referenced above; certificates of disposal and/or processing, if any, received from Rose in connection with the same; and cancelled check(s) (front and back) relating to the responses to 9 and 10 above.									
	*The item numbers correspond to the numbered requests for information set forth on page two of EPA's letter dated November 13, 1986.										

NEBRASKA PUBLIC POWER DISTRICT RE: MARTHA C. ROSE CHEMICALS, INC., SITE; UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION VII LETTER OF NOVEMBER 13, 1986

ITEM NUMBER*	1	1	1	2	3&6	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. TRANSFORMERS UNDRAINED** 50-10,000 PPM	TYPE AND QTY. TRANSFORMERS UNDRAINED** OVER 10,000 PPM	AMOUNT PCB'S GALLONS AND KILOGRAMS	TYPE AND QUANTITY DRAINED
	09/19/83	0271 E	1335	Martha C. Rose Chemicals, Inc.		2	915 KGS. Gallons Unknown	None
	09/19/83	0271 E	1335	Martha C. Rose Chemicals, Inc.	2		130 Gallons 1,528 KGS.	None

- Above items were removed from service and placed into storage on for disposal between November 29, 1982, and September 8, 1983.
- 8 Nebraska Public Power District's Operation Center, York, NE.
- 9 Amount Paid: \$1,427.00
- 10 Not Applicable
- Accompanying are copies of the manifest(s) and invoice(s) referenced above; certificates of disposal and/or processing, if any, received from Rose in connection with the same; and cancelled check(s) (front and back) relating to the responses to 9 and 10 above.
 - *The item numbers correspond to the numbered requests for information set forth on page two of EPA's letter dated November 13, 1986.
 - **Based on its information, NPPD believes all four transformers were undrained; however, the invoice received from Rose indicates that one of the four transformers was drained.

TEM UMBER*	1	1	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	09/21/83	0271 C	1302	Martha C. Rose Chemicals, Inc.	6,179 Gallons (Computed @ 7.5 Lbs./Gallon)	46,340 Lbs.	None
7	Above items	were removed from	m service and place	ed into storage for disposa	l on September 21, 198		
8	Nebraska Pub	olic Power Distric	t's Operation Cente	r, York, NE.			
9	Amount Paid:	\$6,268.81		•			
10	Not Applicable	e					
11				nvoice(s) referenced abovelled check(s) (front and			
	*The item nu	mbers correspond	to the numbered i	requests for information se	t forth on page two of	EPA's letter dated No	vember 13, 1986.

ITEM NUMBER*	1	1	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	09/23/83	0271 F	1302	Martha C. Rose Chemicals, Inc.	5,973 Gallons (Computed @ 7.5 Lbs./Gallon)	44,800 Lbs.	None
7	Above items	were removed from	n service and place	d into storage for disposal	l on September 23, 198	33.	
8	Nebraska Put	olic Power District	t's Operation Cente	r, York, NE.			
9	Amount Paid:	\$5,760.79				:	
10	Not Applicabl	le					
11	1 5 6	, .		nvoice(s) referenced above elled check(s) (front and b	•	<u>.</u> 0,	•
	*The item nu	mbers correspond	to the numbered r	equests for information set	t forth on page two of	EPA's letter dated No	vember 13, 1986.

ITEM NUMBER*	1	1	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	09/26/83	0271 G	1324	Martha C. Rose Chemicals, Inc.	4,961 Gallons (Computed @ 7.5 Lbs./Gallon)	37,210 Lbs.	None
7	Above items	were removed from	m service and place	d into storage for disposa	l on September 26, 19	33.	
8	Nebraska Pub	olic Power District	t's Operation Cente	r, York, NE.			
9	Amount Paid:	\$5,240.84					
10	Not Applicabl	e					
11	1 2 0			nvoice(s) referenced above elled check(s) (front and	- ·	1 0,	•
	*The item nu	mbers correspond	to the numbered r	equests for information se	t forth on page two of	EPA's letter dated No	vember 13, 1986.

ITEM NUMBER*	1	1	1	2	3 & 6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	07/30/84	0687	1775 1775R	Martha C. Rose Chemicals, Inc.	6,177 Gallons (Computed @ 7.5 Lbs./Gallon)	46,330 Lbs.	None
7	Above items	were removed fro	m service and place	ed into storage for disposa	l on July 3, 1984.	•	
8	Nebraska Pul	olic Power Distric	t's Operation Cente	r, York, NE.			
9	Amount Paid:	\$6,224.93			•		
10	Not Applicabl	le					
11	Accompanying from Rose in	g are copies of the connection with	e manifest(s) and i	nvoice(s) referenced abovelled check(s) (front and	e; certificates of dispo back) relating to the r	sal and/or processing, responses to 9 and 10	if any, received above.
	*The item nu	mbers correspond	l to the numbered i	requests for information se	t forth on page two of	EPA's letter dated No	ovember 13, 1986.

NEBRASKA PUBLIC POWER DISTRICT

RE: MARTHA C. ROSE CHEMICALS, INC., SITE; UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION VII LETTER OF NOVEMBER 13, 1986

	_					·	
ITEM NUMBER*	1	1	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	08/01/84	0695	1775 1775R	Martha C. Rose Chemicals, Inc.	6,163 Gallons (Computed @ 7.5 Lbs./Gallon)	46,220 Lbs.	None
7	Above items	were removed from	m service and place	ed into storage for disposa	l on August 1, 1984.		
8	Nebraska Pub	olic Power Distric	t's Operation Cente	r, York, NE.			
9	Amount Paid:	\$6,210.28				:	
10	Not Applicabl	le					
11	Accompanying from Rose in	g are copies of th connection with t	e manifest(s) and i the same; and canc	invoice(s) referenced above elled check(s) (front and	e; certificates of dispo back) relating to the r	sal and/or processing, responses to 9 and 10	if any, received above.
	*The item nu	mbers correspond	to the numbered s	requests for information se	t forth on page two of	EPA's letter dated No	ovember 13, 1986.

ITEM NUMBER'	1	1	1	2	3&6	3&6	3&6	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER		TRANSPORTER/ BROKER	TYPE & QTY. CAPACITORS		TYPE & QTY TRANSFORMERS DRAINED OVER 500 PPM	TYPE & QTY. TRANSFORMERS UNDRAINED 50-10,000 PPM	AMOUNT PCB'S KILOGRAMS	TYPE & QTY. DRAINED
	08/07/84	0699	1775 1775R	Martha C. Rose Chemicals, Inc.	169	18	2**	4** ·	7,802 KGS. 2,735 KGS. 3,923 KGS.	None None 2*** None

- 7 Above items were removed from service and placed into storage for disposal between April 5, 1984, and August 7, 1984.
- 8 Nebraska Public Power District's Operation Center, York, NE.
- 9 Amount Paid: \$14,684.46
- 10 Not Applicable
- Accompanying are copies of the manifest(s) and invoice(s) referenced above; certificates of disposal and or processing, if any, received from Rose in connection with the same; and cancelled check(s) (front and back) relating to the responses to 9 and 10 above.
 - *The item numbers correspond to the numbered requests for information set forth on page two of EPA's letter dated November 13, 1986.
 - **Combined weight of six transformers listed on Manifest No. 0699 is 3,923 KGS.
 - ***The two referenced transformers are known by NPPD to have been drained; however, it is unknown whether the liquid contents of those particular transformers were sent to Rose or elsewhere.

ITEM NUMBER*	1	1	1	2	3 & 6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	08/16/84	0714	1775 1775R	Martha C. Rose Chemicals, Inc.	3,309 Gallons (Computed @ 7.5 Lbs./Gallon)	24,820 Lbs.	None
7	Above items	were removed from	m service and place	ed into storage for disposa	l on August 16, 1984.		
8	Nebraska Pul	blic Power Distric	t's Operation Cente	r, York, NE.			
.9	Amount Paid:	\$3,340.21				:	
10	Not Applicable	le					
11				nvoice(s) referenced above elled check(s) (front and			
	*The item nu	mbers correspond	to the numbered r	equests for information se	t forth on page two of	EPA's letter dated No	ovember 13, 1986.

TEM JUMBER*	1	1	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
٠	08/28/84	0745	1798 1798R	Martha C. Rose Chemicals, Inc.	1,959 Gallons (Computed @ 7.5 Lbs./Gallon)	14,690 Lbs.	None
7	Above items	were removed from	n service and place	ed into storage for disposa	l on August 28, 1984.		
8	Nebraska Put	olic Power District	's Operation Cente	r, York, NE.			
9	Amount Paid:	\$2,407.20				ŧ*	
10	Not Applicabl	e	•				
11				invoice(s) referenced above elled check(s) (front and			
	*The item nu	mbers correspond	to the numbered i	requests for information se	t forth on page two of	EPA's letter dated No	ovember 13, 1986.

							
TEM NUMBER*	1	1	1	2	3 & 6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. PCB DEBRIS DRUMS	AMOUNT PCB'S KILOGRAMS	TYPE AND QUANTITY DRAINED
	05/10/85	1228	2286	Martha C. Rose Chemicals, Inc.	17 Drums	1,638 KGS.	None
7	Above items	were removed fro	n service and place	d into storage for disposa	l between November	28, 1984, and April 24,	1985.
8	Nebraska Pub	olic Power Distric	t's Operation Cente	r, York, NE.			
9 .	Amount Paid:	\$2,065.50				÷	
10	Not Applicabl	e				•	
11				nvoice(s) referenced abovelled check(s) (front and			
	*The item nu	mbers correspond	to the numbered r	equests for information se	t forth on page two	of EPA's letter dated No	vember 13, 1986.

NEBRASKA PUBLIC POWER DISTRICT

RE: MARTHA C. ROSE CHEMICALS, INC., SITE; UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION VII LETTER OF NOVEMBER 13, 1986

`EM JMBER*	1	1	1	2	3 & 6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. CAPACITORS	AMOUNT PCB'S KILOGRAMS	TYPE AND QUANTITY DRAINED
	05/10/85	1229	2286	Martha C. Rose Chemicals, Inc.	137 Units	5,663 KGS.	None
7	Above items v	were removed from	m service and place	ed into storage for disposa	l between February 28	, 1985, and May 10, 1	985.
8	Nebraska Pub	lic Power Distric	t's Operation Cente	r, York, NE.			
9	Amount Paid:	\$7,864.02					
10	Not Applicable	е					
11				invoice(s) referenced above elled check(s) (front and			
	*The item nur	mbers correspond	to the numbered r	requests for information se	t forth on page two of	EPA's letter dated No	ovember 13, 1986.

ITEM ''UMBER*	1	11	. 1	2	3 & 6	3 & 6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE & QTY. LIQUID-DRUMS 50-10,000 PPM	TYPE & QTY. LIQUID-DRUMS OVER 10,000 PPM	AMOUNT PCB'S POUNDS	TYPE & QUANTITY DRAINED
	05/10/85	1230	2286	Martha C. Rose Chemicals, Inc.	8 Drums - 440 Gals	1 Drum - 55 Gals.	3,650 Lbs. 560 Lbs.	None None
7	Above items	were removed fr	om service and	placed into storage for	disposal between Jan	uary 25, 1985, and M	larch 1, 1985.	
8	Nebraska Pu	blic Power Distri	ct's Operation (Center, York, NE.				
9	Amount Paid	\$928.12				:		
10	Not Applicab	le						
11				and invoice(s) reference elled check(s) (front an				eceived from
	*The item nu	mbers correspon	d to the numbe	red requests for inform	nation set forth on pa	ge two of EPA's letter	dated November 13	, 1986.

ITEM UMBER*	1	11	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. TRANSFORMER DRAINED OVER 500 PPM	AMOUNT PCB'S KILOGRAMS	TYPE AND QUANTITY DRAINED
	05/10/85	1231	2286	Martha C. Rose Chemicals, Inc.	1 Unit	427 KGS.	None
7	Above item w	as removed from	service, January 2	4, 1985, and placed into s	torage for disposal on	January 25, 1985.	
8	Nebraska Pub	olic Power Distric	's Operation Cente	r, York, NE.		÷	
9	Amount Paid:	\$299.25					
10	Not Applicabl	e					
11				invoice(s) referenced above elled check(s) (front and l			
	*The item nu	mbers correspond	to the numbered i	requests for information se	t forth on page two o	f EPA's letter dated No	vember 13, 1986.

TEM UMBER*	1	1	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	06/27/85	1328	2393	Martha C. Rose Chemicals, Inc.	5,553 Gallons	41,648 Lbs. (Computed @ 7.5 Lbs./Gallon)	None
7	Above items v	were removed from	n service and place	ed into storage for disposa	l between May 29, 198	5, and June 11, 1985.	
8	Nebraska Pub	olic Power District	's Operation Cente	r, York, NE.			
9	Amount Paid:	\$4,847.77					
10	Not Applicable	e					
11				nvoice(s) referenced abovelled check(s) (front and			
	*The item nur	mbers correspond	to the numbered r	requests for information se	t forth on page two o	f EPA's letter dated Nov	vember 13, 1986.

TEM UMBER*	1	1	1	2	3 & 6	4	5
·	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	07/16/85	1348	2422 - Oil 2423 - Freight	Martha C. Rose Chemicals, Inc.	5,647 Gallons (Computed @ 7.5 Lbs./Gallon)	42,350 Lbs.**	None
7	Above items	were removed from	m service and placed i	into storage for disposa	l June 11, 1985.		
8	Nebraska Pul	olic Power District	's Operation Center,	York, NE.			
9	Amount Paid:	\$5,095.31				•	
10	Not Applicabl	le					
11				oice(s) referenced aboved check(s) (front and			
	*The item nu	mbers correspond	to the numbered requ	uests for information se	t forth on page two of	EPA's letter dated No	ovember 13, 1986.
. •	above is not		f those sources, but	ons and the invoice refl on Weight Ticket No. 4			

TEM UMBER*	11	1	1	2	3 & 6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	08/02/85	01388	2462 - Oil 2463 - Freight	Martha C. Rose Chemicals, Inc.	4,778 Gallons	35,835 Lbs. (Computed @ 7.5 Lbs./Gallon)	None
7	Above items	were removed from	n service and placed in	nto storage for disposa	ıl between May 15, 198	5, and July 24, 1985.	
8	Nebraska Pub	olic Power District	's Operation Center,	York, NE.			
9	Amount Paid:	\$4,214.20					
10	Not Applicabl	e					
11	- 1 2 6				· -	osal and/or processing, responses to 9 and 10 a	J ,
	*The item nu	mbers correspond	to the numbered requ	ests for information se	t forth on page two o	f EPA's letter dated No	vember 13, 1986.

EM IMBER*	1	1	1	2	3 & 6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	08/19/85	01441	2481 - Oil 2482 - Freight	Martha C. Rose Chemicals, Inc.	5,709 Gallons (Computed @ 7.5 Lbs./Gallon)	42,820 Lbs.**	None
7	Above items	were removed from	m service and placed i	nto storage for disposa	l between February 4,	1985, and July 24, 19	985.
8	Nebraska Pub	olic Power District	's Operation Center,	York, NE.			
9	Amount Paid:	\$5,137.65				·	
10	Not Applicabl	e					
11				nice(s) referenced above d check(s) (front and			
	*The item num	mbers correspond	to the numbered requ	ests for information se	t forth on page two of	EPA's letter dated No	ovember 13, 1986.
				ns and the invoice refl on Weight Ticket No. 47	2 -		weight reflected in Co., which

reflected the quantity to be 42,820 pounds.

TEM UMBER*	1	1	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	08/20/85	01451	2493 - Oil 2494 - Freight	Martha C. Rose Chemicals, Inc.	5,760 Gallons (Computed @ 7.5 Lbs./Gallon)	43,200 Lbs.**	None
7	Above items	were removed from	n service and placed i	nto storage for disposa	l between February 4,	1985, and July 24, 19	85.
8	Nebraska Pub	olic Power District	's Operation Center,	York, NE.			
9	Amount Paid:	\$5,198.51					
10	Not Applicabl	e				•	
11	Accompanying from Rose in	are copies of th	e manifest(s) and invo he same; and cancelle	oice(s) referenced aboved check(s) (front and	e; certificates of dispo back) relating to the r	sal and/or processing, responses to 9 and 10	if any, received above.
	*The item nu	mbers correspond	to the numbered requ	uests for information se	t forth on page two of	EPA's letter dated No	vember 13, 1986.
	above is not	reflects the qua	f those sources, but	ons and the invoice reflon Weight Ticket No. 4	lects the quantity to be 713 dated August 20, 1	e 5,894 gallons. The 1985, issued by Y Gra	weight reflected in Co., which refl

the quantity to be 43,200 pounds.

ITEM NUMBER*	1	1	1	2	3&6	4	5
	DATE OF SHIPMENT	MANIFEST NUMBER	INVOICE NUMBER	TRANSPORTER/ BROKER	TYPE AND QTY. BULK OIL 50-10,000 PPM	AMOUNT PCB'S POUNDS	TYPE AND QUANTITY DRAINED
	08/23/85	01455	2555 - Oil 2556 - Freight	Martha C. Rose Chemicals, Inc.	6,081 Gallons (Computed @ 7.5 Lbs./Gallon)	45,610 Lbs.**	None
7	Above items v	were removed from	n service and placed i	nto storage for disposa	l between June 21, 198	5, and July 24, 1985.	
8	Nebraska Pub	olic Power District	's Operation Center,	York, NE.			
9	Amount Paid:	\$5,491.33	•			:	
10	Not Applicable	e					
11					e; certificates of dispos back) relating to the re		

^{*}The item numbers correspond to the numbered requests for information set forth on page two of EPA's letter dated November 13, 1986.

^{**}The manifest reflects the quantity to be 6,300 gallons and the invoice reflects the quantity to be 6,226 gallons. The weight reflected above is not based on either of those sources, but on Weight Ticket No. 4729 dated August 23, 1985, issued by Y Grain Co., which reflects the quantity to be 45,610 pounds.

THIS MEMORANDUM MANIFEST DOCUMENT NUMBER an acknowledgement that a bill of lading has been issued and is not the Original fill of Lading, not copy or dudicate, covering the property named herein, and is intended solely for filling or record. 0271-A TO: FROM: T/S/D FACILITY Pase Chemical Generator Nebraska Public Power Bistric E.P.A. ID Code No. E.P.A. ID Code No.MOD080633069 N/A Address 500 Hest McKissock Address West Highway 34 Destination Holden, Missouri 64040 Origin York, Nebraska (402) 352-6681 Phone Phone (816) 732-4117 Haz Wastes WEIGHT LABELS REQUIRED PROPER SHIPPING NAMES (or Exemption Na. RQ-10/4.54 Paluchlerinated Rinhanule 2715 M/5 שניחון פחם PLACARDS REQUIRED NOTE - Where the rate is decercent on value, snippers are required to state specifically in writing FREIGHT CHARGES the agreed or declared value of the property. The agreed or declared value of the property PREPAID 1.45 # WALDERNATE DESPINATION NEMERGEN DO ONE Y 1922 FOR THE REPORT RESPONSES IN EDRIMATION SAFETY OF THE PROPERTY T/S/D FACILITY CONTACT Name Patrick E Porris E.P.A. ID Code No. Phone (815) 732-4117/(913) 394-5424 Address 1-800-424-8802 National Response Center Destination in D. C. 426-2675 CERTIFICATION STATES AND A STATE OF THE STATES AND A STATES AND A STATE OF THE STATES AND A STATE OF THE STATES AND A STATES AND A STATES AND A STATE OF THE STATES AND A STAT This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation and the E.P.A. Generator Date 1 Signature TRANSPORTER #1 Rosa Chemical-PCB Division E.P.A. ID No. 190000633069 Address 500 West McKissnih City. Maldan State NO Zip E4040 Phone (316) 732-4117 This is to certify acceptance of the hazardous waste shipment. Transporter No. 1 Signature_ Date_ TRANSPORTER #2 E.P.A. ID No. Address_ City_ State Phone Zip

TREATMENT, STORAGE, DISPOSAL FACILITY

Transporter No. 2

T/S/D FACILITY
Signature

gnature_

This is to certify acceptance of the hazardous waste for treatment, storage, or disposal.

Date

This is to certify acceptance of the hazardous waste shipment.

AZARDOUS WASTE MANIFEST

duplicate, covering the pro	lading has been issued and is not the Original operly named herein, and is intended solely for	tiling or record.		Ì			•
		" A "		<u> </u>	0	271-B	
):		- 1	FROM:				
S/D FACILITY	Rose Chemical-PCB D	ivision	Generator		Nebraska	Public !	Power Distri
P.A. ID Code No.	M00980633069		E.P.A. ID	Code No.	N/A		
idress	500 West McKissock		Address		West Hig	hay 34	
estination		4040	Origin		York Me	braska	·
hone	(816) 732-4117		Phone		(405), 36	7-6621	
No D.O.T.: PF Units:	ROPERS HIPPING NAMES	HAZA	ROTCLASS:	Hazz Matz LOZ Nos	Haz Wastes	WEIGHTE	LABELS: REQUIR (ac Exemption; N
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3 Barrels	of appear	TO DE	<u> </u>	•		·.	
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	nated Biphenyls	084	-E	2315	3/8		PCB/ORM
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18 hereby specifically states	d by the shipper to be not exceeding						
	cations and tariffs in effect on the date of the issue			(Signature of Con			<u> </u>
packages unknown), marked, consiq under the contract) agrees to carry	gned, and destined as indicated above which said ci to its usual place of delivery at said destination, if	erner (the word carrie I on its route, otherwi	r being understead throug se to deliver to another c	hout this contract at errier on the route to	t meaning any person Pand destination. It	er corporation in pas is mutually agreed a	session of the property s to each carrier of all
er any of, said property ever all or	eny portion of said route to destination and as to el in the governing classification on the date of shipm familiar with all the bill of loding terms and conditi-	ach party at any time	interested to all or new a	id Gragerry, that aw	are samura ta ba sari	read becounter and	l he exhibit to all the
and his assigns.		one in the governing (CIASSITICAZION AND THE SAI	A INCHES THE CHURCH	Me are hereby agreed	so by the shipper arts	: ACCORPAGE LOL JAMAGELL
ALTERNATE DES	TINATIONS (EMERGENCY	ONLY	eratura. EN	ERGENCY	RESPONS	E? INFORM	MATION
S/D FACILITY			CONTACT		trick E		
P.A. ID Code No]				1) 324-5424
idress			National R				0-424-8802
stination						in D. C.	426-2675
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This is to certify acceptance of the hazardous waste for treatment, storage, or disposal.

Date.

THE RESERVE OF THE PERSON NAMED IN

T/S/D FACILITY
Signature

AILVAINIULO MA OUE-MANITES SEED OF THE SEE

THIS MEM	s bill of linding has been lasted and is not the Original gibe property named herein, and is intended solvely for	I Bill of Lading, nor filling or record.	_ "	MA	100	725C	NUMBER
TO: T/S/D FACILIT E.P.A. ID Code		##ision	FROM: Generator E.P.A. ID	Code No. M	ebrask P	ublic Pow	er Distri
Address	500 West McKissock		Address	N	est High	HAV 3A	
Destination	Holden, Missormi 6	4040	Origin		ork lieb		
Phone	. (RIE) 732-4117		Phone	THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.	102) 352	-5591	
Shipping 0.0	TEPROPERISHIPPING NAMEL .	HAZA	RD CLASSE	Haze Mate	PALY Hez Waste	WEIGHTS	LABELS RECI
Units DC	B 0:1			A Martin Series	No.	76040	G8.055
1	-						16-011
						75-70	
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RQ-10/	Inninated Rinhanuls	02	LE.	2215	17/1		PCR/DPM
Shipper herecy cartifies if and his essigns.	er all or any portion of salar route to destination and as to of motivate or the poverning classification on the date or ship at the is familiar with all the oil of lading terms and constitution of the date of the constitution	ment. Hone in the governing	classification and the s	aid lerms and compilies	ns are hereby agreed	te by the shipper and	
T/S/D'FACILITY	(5 H. C. T.	A CARLESTON OF THE PARTY OF THE	T Name Pa	toick E	Porrin	
E.P.A. ID Code	No	-					394-542
Address	*	- 40	National F	Response C	enter	1-800	0-424-8802
Control of the second		EIST:EHE	THE PERSON NAMED IN	A SHARE WITH A THE PARTY BANK BOOK A	25年14年16年	Contract of the Parks of the Pa	
	nat the above named materials are pro coording to the applicable regulations					led, and are in	proper condit
Signature	le h 1 wedness	- "				T -/	
TRANSPORTER #	THOUGH STICKTION I TOO D	ivision			E.P.A. ID No	- 1100080	633069
Address	690 West McKieseck		C1-1-	1/0 7:- 6	6040	Dhone /010	1 722 412
City	Holdon This is to certify ac	ceptance of		waste shipn		Phone (816	732-411
Transporter No. 1 Signature	(Inn) mel	un!			Date	9-7	1-73
TRANSPORTER =:	2				E.P.A. ID N		
City			State	Zip		Phone	
Transporter No. 2	This is to certify ac	ceptance of			ment.		
REATMENT/STO	RAGE/DISPOSAL FACILITY						
T/S/D FACILITY	This is to certify acceptance	of the hazard	lous waste for	r treatment, s	torage, or	disposal. O	1515
THE PROPERTY					Date		

7-BLS-C (6 PLY) . REV 10/80

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a mon or drauc	MEMORA!	on has been issued and is no	of the Original Rell of Liding, nor		М	ANIFEST	DOCUMEN.	TNUMBER
	Ata, covering the property	named hurein, and is intend	led nately for filling or record.	/ "			0271-F	
TO: T/S/D FA		Rose Chemical 100980633069	-PCB Division	FROM: Generator E.P.A. ID	Code No.	Mebrask N/A	a Public	Power
Address Destinatio Phone	on H	00 West MCKi lolden. Misso	uri 64040	Address Origin		Hesthed York N	hhway 34 lebraska	
		316) 732-411 ERISHIPPING NAM		ROTCEASS	Heat Mate	EPA HoaWaste	62-6681 - WEIGHT	LABELS REQUI
1	OCE O	il.					74500	CROSS
	*					1 7	42800	16-0.1
		4 5						
Po	Q-10/4.54 Diveblorinates OS REQUIRED	ed Binhenvis	024-	E	2315	M/A		PCB/ORM
bill of aging	or certifies that he is family	orion of said route to destinate governing classification on th ar with ail the oilf of lacing let	rms and conditions in the governing	interested in ail or any s classification and the sa	and property, that e	very service to be p ons are hereby agre	erformed hereunder sha ed to by the shipper an	d accepted for Sumself
#80 318 BES10	****	ATTO NEW COLOR	GENDAMUNANG	SAN STANEN	(3)(83)(8)	RESPON		MATIONS
T/S/D FA				CONTACT	Name P	atrick E	Perrin	
T/S/D FACE.P.A. ID Address Destinatio	CILITY Code No			CONTACT National R	Phone(816) 732	-4117/(91	3) 384-5424 0-424-8802 426-2675
T/S/D FAGE.P.A. ID Address Destinatio This is to destination Generator	CODE NO	ove named materials	s are properly classifie gulations of the Depart	National R	Phone (816) 732 Center rked and labeline E.P.A.	-4117/(91: 1-80 in D. C.	0-424-8802 426-2675 n proper condition
T/S/D FAGE.P.A. ID Address Destinatio This is to do for transpor Generator Signature TRANSPOR	CODE NO	ove named materials to the applicable re-	s are properly classifie gulations of the Depart	National R	Phone (Red and labeline E.P.A.	-4117/(91: 1-80 in D. C.	0-424-8802 426-2675 n proper condition
// // // // // // // // // // // // //	CILITY Code No	ove named materials to the applicable re- ose Chemical- OO West McKis olden This is to ce	s are properly classified gulations of the Depart	National R Mational R ed, described, pr ment of Transport State M	Phone	Red and labeline E.P.A. Date	-4117/(91: 1-80 in D. C. eled, and are in No.!40D9806:	0-424-8802 426-2675 n proper condition 33069
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7-BLS-C (6 PLY)
REV 10/80

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is an acknowledgement that a bill of lading has been issued and is not the Original Hill of Lading, nor a Copy of duplicate, covering the property named herein, and is intended solely for fitting or record.

(1 - 1)

MANIFEST	DOCUMENT	NUMBER
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0275 G

		Z							
TO:	FACILITY	Rose Chemical-PCDD:	ivision	FROM: Generator	Nebrask	Public P	ower Dist	rict	
-	. ID Code No.	E.P.A. ID Code No. NZA							
Addre		500 Heat MCKISSock			West High			-	
Destin	nation	Holden Missouri 641	040	Origin York; Nebraska					
Phone	CA COMPANY OF THE PARK OF THE	816- 732-4117		Phone	402- 362	-6681			
Shipping	COTE PR	OPER SHIPPING NAMES	HAZA	ADECEASS!	Haz Mata	# Haz Waste	WEIGHT	LABELS REQUIRED	
Units	18月1日 18年7年末	A STATE OF THE STA	美国工业 企	ALCOHOLD THE		No.	1 是 1 元 1	(or Exemption No.)	
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San	RQ-1074.5		The state of		010.5	1 3.0			
S DI AC	ARDS REQUIRE	inated Riphonyls	0034-1		2315	N/A		PCB/ORM	
pact unot or e tull Ship and	sages unsincent, marked, considers the contract; agrees to carry to my 3; sad property duer all or a situating terms and congitions to compare the contract of	ations and tarrifs in effect on the date of the issued, and pestined as indicated above which said to its usual otice of cell-tery at said costination, my portion of said route to destination and as to in the governing classification on the date of single militar with all the bill of lading terms and conditions.	carrier line word certie to nels routs, otherwisech party at any time ment, iche in the governing	ir being understood throu- se to deliver to another interested in all or any to classification and the sa	gnout this contract as carrier on the route to said procerty, that eve aid terms and condition	ood order, except a meaning any berso said destination, My service to be pe ns are hereby agree	s notes (cantents and come or corporation in post it is mutually agreed at crommed nerounder shall	lession of the property to each carrier of all be subject to all the accepted for firmself	
T/S/D	FACILITY				Namp Pa	trick E	Perrin		
3	. ID Code No		_	-				3)384-5424	
Addre				- National F	Response C	enter	in D. C.	0-424-8802 426-2675	
			SACERTIE	CATIONS	OFFICE HEADS	and the second			
This	is to certify that the	above named materials are prong to the applicable regulations	perly classifie	ed, described, p	ackaged, mark	ked and labe		NAME OF TAXABLE PARTY.	
Genera Signatu	ire <u>Name (</u>	To see the second		PPD		Date 9	-21.5.	3	
TRANS	SPORTER #1	Rose Chemical-PCB D	ivision			E.P.A. ID N	o.MOD98063	3009	
Addres:	s 500 Hest HC	Kissock		State 1		4040	Phone 816-		
Transpo Signatu	orter No. 1	This is to certify acc	ceptance of	the hazardous	waste shipm	Date	9-26	- 43	
TRAN	SPORTER #2					E.P.A. ID N	0		
City_				State	Zip_		Phone		
	orter No. 2	This is to certify ac	ceptance of	the hazardous	waste ship	ment. Date		*	
TREAT	THENT/STORAGE	DISPOSAL FACILITY							
		is is to certify acceptance of	of the hazard	lous waste for	treatment, s	storage, or	disposal.		



HAZARDOUS WASTE MANIFES

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HAZARDOUST W.	ASTEM	ANIFES		
STRAIGHT BILL OF LADING		MANIFES	T DOCUMEN	T NUMBER
ORIGINAL - NOT NEGOTIABLE		MAINT E	, DOOOMEIG	T ITOMBELL
	,	068	7 .	
				•
TO:	FROM:			•
T/S/D FACILITY Rose Chemicals/PCB Division E.P.A. ID Code No.MOD980633069	Generator Nei		ic Power	
Address 500 W. McKissock		0. Box 499		• .
Destination Holden, Mo. 64040	Origin Co.	lumbus, Ne.	68601	
Phone 816/732-4117	أحثه احتناد	02) 563-5408	Gary Si	
Shipping D.O.T. PROPERT SHIPPINGENAME HAZA	RDF CLASSES & H	Hazr Matta LD≤Nose No	astes ₹VVEIGHT≥	LABELS: REQUIRE (on Exemption: No
Bulk oil	3		46.3	b
.cov.				
Pent le	cd. 7-	29-85		
	10016 63	90		
RQ/10-4.54 Polychlorinated Biphenyls ORM-E		315		PCB/ORM-E
PLACARDS REQUIRED PLACARDS REQUIRED	4	212	,	T PCB/ORM-E
· - E - Where the rate is dependent on value, shippers are required to state specifically in writing.	Subject to Section 7 of the conditions, i	of this attenuates to be delivered to		REIGHT CHARGES
the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding	The starter think not make delivery of it	the shapmen without payment of trees		REPAID COLLEC
Per	the assessed described shows	(Signature of Conseguer)		
RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Ledin packages unknown), marked, consigned, and destined as indicated above which asterier (the word carrier under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise of any of, said property ever all or any portion of said route to destination and as case party at any time is	being understood throughout the to deliver to another carrier of	his contract as meaning any on the route to said destine	person or corporation in po-	esession of the property as to each carrier of all
bill of fading terms and conditions in the governing classification on the date of shipmont, Shipper hereby certifies that he is familier with all the bill of fading terms and cenditions in the governing c and his assigns,	• •	e and conditions are hereby	agreed to by the shipper a	nd accepted for himself
ALTERNATE: DESTINATION# (EMERGENCY! ONLY)**	EMER	GENCY: RESP		MATION
T/S/D FACILITY	CONTACT N	016/7	ck Perrin 32-4117 o:	r 732-5309
E.P.A. ID Code No		10116		00-424-8802
Destination	National Resp		in D. C.	426-2675
CERTIFI				
This is to certify that the above named materials are properly classifie for transportation according to the applicable regulations of the Departs				in proper condition
Generator Signature	•	Date_	July 3	1784
TRANSPORTER #1 Rose Chemicals/PCB Divisi	.on	E.P.A. 1	No. MOD9	30633069
Address 500 W. McKissock	36:	61.01.1) 017	(722 /.117
City Holden,	StateMo	•	Phone <u>O.L.</u> /	5/732-4117
Transporter No. 1 Signature This is to cartify acceptance of t	he hazardous was	ste shipment. Date_	7/30	184
TRANSPORTER#2		E.P.A. I	D No	
Address	<u> </u>		Ob	
City	State			
This is to certify acceptance of sporter No. 2	ne nazardous was	ste shipment. Date_	U - 0	1518
TREATMENT/STORAGE/DISPOSAL FACILITY				
T/S/D FACILITY This is to certify acceptance of the hazard				

ORIGINAL - RETURN TO GENERATOR

7-BLS-C (6 PLY)

HAZARDOUS WASTE MANIFES

MANIFES	T DOCUMENT	NUMBER
0	695	

STRAIGHT BILL OF LADING		MA	NIFEST D		1 110111001	<u>. </u>
ORIGINAL - NOT NEGOTIABLE] .	06	95			
		L		<u> </u>		_
TO: 0 0/ /	FROM:		0 . (7	<u>.</u>
E.P.A. ID Code No.	Generator	Code No.	Publi	c f	ou-ir	_
Address Holdy MO	Address /	PO Boy 4	199 (Mush	c Ny	
Destination Holder MO	Origin	York	145			
Phone \$16-732-4117	Phone	iz Kari Matt	y: EPA~:	A second	LABELSTRE	O ILLI
Units D.O.T. PROPERS SHIPPING NAME HA	ZARDI CLASS	Haza Mats	† Haz Wastes No.≈	= WEIGHT	(ar≈ Exempt	
Bul4 0:1	PCB			46,220		:
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	/1					
	1624	da com	637	<u>_</u>		
A CARDO DECUMPED						
TE - Where the rate is dependent on value, shippers are required to state specifically in writhe agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding Services. Per RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of L packages unknown), market, consigned, and destined as indicated above which said carrier (the word or	The corner soul and come Lading, the property descri	roughout this contract as	od order, except as a	neted (contents and	condition of contents	LLE
TE - Where the rate is dependent on value, shippers are required to state specifically in writhe agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding Beginner of the property of the prop	Lading, the property description to the property description to deliver to another time interested in all or an ming classification and the	ibed above in apparent ge roughout this contract as or carrier on the route to by said property, that ever said terms and candition	ed order, except as a meaning any porson said destination. It y service to be perk a are hereby agreed	nated (contents and or corporation in po is mutually agreed irmed hareunder sha to by the shipper an	condition of contents assession of the proper as to each carrier of all the subject to all the accepted for himse	LLE Distriction
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TE - Where the rate is dependent on value, shippers are required to state specifically in writhe agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding. Per PECELYED, subject to the classifications and terriffs in effect on the date of the issue of this Bill of packages unknown), marked, consigned, and destined as indicated above which said carrier (the west or under the contract) agrees to carry to its usual place of delivery at said destination, if on its result of an arrange of said route to destination and as to each perty at any bill of lading terms and conditions in the governing classification on the date of saidpears. Shipper hereby contiles that he is familiar with all the bill of lading terms and conditions in the government is assigned. ALTERNATE DESTINATIONS (EMERGENCYS ONLY) Solved the conditions of the property of the conditions. CERT This is to certify that the above named materials are properly classifor transportation according to the applicable regulations of the Deposite nerator.	Lading, the property described in the property described in the property described the property described in the property described in all or an ining classification and the CONTAC National IFICATIONS if ied, described,	tood above in apparent or roughout the contract as are carrier on the route to yearly roughout the contract as are carrier on the route to yearly roughout the carrier on the route to the route to acid terms and candition. MERCENCY T Name Phone Response Compackaged, mark	od order, except as a meaning any person said declimation. It years to be performed as are hereby agreed. RESPONS Onter ed and labele e E.P.F.	neted (contents and or corporation in point market) agreed in mulcelly agreed to by the shipper at the by the shipper at 1-80 in D. C.	condition of contents season of the preparation of	of all
TE - Where the rate is dependent on value, shippers are required to state specifically in writhe agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding Per RECEIVED, subject to the classifications and teriffs in effect on the date of the issue of this Bill of L packages unknown), marked, consigned, and destined as indicated above which said carrier (the werd or under the contract) agrees to carry to its usual place of delivery at said destination, if on its reats, other any of, said property over all or any portion of said route to destination and as to entry bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby corrilles that he is familiar with all the bill of lading terms and conditions in the governing classification on the date of shipment. ALTERNATE DESTINATIONS (EMERGENCYS ONLY) in CERT CS/D FACILITY P.A. ID Code No. Address Destination CERT This is to certify that the above named materials are properly class for transportation according to the applicable regulations of the Dep denerator signature RANSPORTER #1 ADS-1 RANSPORTER #1 RANSPORTER #1 RANSPORTER #1	Lading, the property described in the property described in the property described the property described in the property described in all or an ining classification and the CONTAC National IFICATIONS if ied, described,	response Construction of the contract as an extract on the route to year on the route to year.	ord order, except as meaning any person said declination. It yeservices to be performed as are hereby agreed RESPONS CONTROL OF THE PERSON SERVICES AND LABORATION OF THE PERSON SERVICE	neted (contents and or corporation in point in the shipper and to by the shipper and the s	condition of contents season of the preparation of	of all
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ORIGINAL - RETURN TO GENERATOR

7-BLS-C (6 PLY)



HAZARDOUS WASTE MANIFES D



LADING

MANIFEST	DOCUMENT	NUMBER
069	9.	

34	AIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE		. MA		OCUMENT	NUMBER		
	SHIGHAL - NOT NEGOTIABLE		L	0699				
TO: T/S/D	FACILITY Rose Chemicals/PCB Divisi	FROM: Generator	Nebras	ska Publ	lic Powe	er		
	ID Code No. MOD980633069	E.P.A. ID C						
Addres Destin		Address Origin	P.O. I Columb	Box 499	. 68	3601		
Phone	(816)/32-411/	Phone	(402)	563 - 540	8 Gary	Sinclair		
Shipping: Units:	D.OTT PROPERTSHIPPING NAMES	ARDS CLASS	Haz=Mate 102 No≤	EPA= c Haz Wastes Nos	WEIGHT	LABELS: REQUIRED (or-Exemption: No.)		
TEA.	WOODEN CRATES OF REB CAPACITIES C	en-E	2315	N/A	13775 HS	PCB/CRM-E		
REA	55 gal drums OF ACB DEBRES COR	M-E	2315	NA	6017 IKS	PCB/CRM-E		
IO EA	55 gal drums of per eapacitous. OR	M-E	2315	MA	3.340 Ibs	PCB/ORDE		
GZA.	PCR CONTAMINATED TRANSFORMER CR	M-E	2315	NA	8,630 lb	RCB/CENI-U		
_	RQ/ 10-4.54							
PLACA	Polychlorinated Biphenyls 0	RM-E	2315			PCB/ORM-E		
MP	ere the rate is dependent on value, shippers are required to state specifically in writing agreed or declared value of the property. The agreed or declared value of the property.		rang, of the physical of the	ty delivered to the county length:		REIGHT CHARGES		
	hereby specifically stated by the shipper to be not exceeding		(Signature of Cons.		PA	EPAID COLLECT		
RECE packs under er any bill of Shippe	IVED, subject to the classifications and tariffs in effect on the date of the Issue of this Bill of Lad windows, merical, consigned, and dealined as indicated shows which said carrier (the word car- the contract) agrees to carry to its usual place of delivery at said destination, if on its route, other	ing, the property described at ier being understood througho rise to deliver to another can	bove in apparent go but this contract he rier on the route to	od order, except as a meaning any person anid destination. It	noted (contents and c er corporation in pos- is mutually somed as	condition of communical of consists of the property a to each carrier of sti		
	of, said property over all of any portion of Said route to destination and as to each party at any tim ledding terms and conditions in the geverning classification on the date of shipment. In Mereby cartifies that he is familier with all the bill of lading terms and conditions in the governing a assigns.							
	TERNATE: DESTINATION: (EMERGENCY: ONLY)*** FACILITY	CONTACT	Pa	RESPONS trick	E INFORN Perrin	/ATION=		
	ID Code No					732-5309		
Addres	s	National Re	sponse Co	enter		0-424-8802		
Destina	CERTIF	ICATION	and the state of t	a jednika di kacamatan di kacama	in D. C.	426-2675		
This is for tran	to certify that the above named materials are properly classification according to the applicable regulations of the Department	ed, described, pac	kaged, mark	ed and label				
Generato Signatur	Michael E. Schmit				equel .	7,1984		
•	PORTER #1 Rose Chemicals/PCB Divis	lon		E.P.A. ID No	MOD9806	33069		
Address	Holden	Store Mr) 7in	64040	Phone (Q14	1732_4117		
Transporter No. This is to certify acceptance of the hazardous waste shipment.								
Signatur	PORTER #2	1)						
Address								
CityStateZipPhone								
TREAT	MENT/STORAGE/DISPOSAL FACILITY			Date				
1	This is to certify acceptance of the hazar	dous waste for t	reatment, s		isposal. 1-8-8	''		
	ORIGINAL - RETUR	N TO GE	NERAT	OR		BLS-C (6 PLY) REV 10/80		



TO:

HAZARDOUS WASTE MANIFES

FROM:

E.P.A. ID Code No.

Generator NEBRASKA PUBLIC POWER



STRAIGHT BILL OF LADING

T/S/D FACILITY ROSE CHEMICAL/PCB DIV

ORIGINAL - NOT NEGOTIABLE

E.P.A. ID Code No.MOD980633069

	MANIFEST	DOCUMENT	NUMBER	
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		0714		

Addre		00 W. Mcl				P.O. BOX			
Destin		OLDEN MO			Origin 5	ORK NI (4 0 2) -56	BRASKA	W. E	220
Phone		816)-732	<u>-4117 </u>		Phone	(4 0 2)→56	3-5408		
No Shipping Units:	D.O.TEP	ROPERSHIPPI	IGI NAMES	HAZAF	DECLASSE	∰ Hazz Matæ ∮ I D∄ Nα⊯	Haz Wastes	WEIGHTS	LABELS! REQUIRE (or=Exemption: No
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REC	EIVED, subject to the classi	fications and tariffs in off	act on the date of the lastes	f this Bill of Lading	the property described	shove in apparent or	ed order, exceet as i	noted (centents and c	endition of contents of
pecks under	ages unknown), marked, cons r the contract) agrees to carry w.o.f. asid agreests over all o	igned, and destined as ind y to its usual place of dell y have postion of anid much	leated above which said carrivery at said destination, if o	ier (the word carrier n its route, otherwise n norty at now time in	being understaad through to deliver to another co	hout this contract as arrier on the route to	meaning any person- said destination. It	or corporation in position in	session of the property s to each carrier of all
Ships	of leding terms and conditions for hereby contifies that he is	in the governing classifi familiar with all the bill	cation on the dete of shipmen of leding terms and condition	t. s in the governing cl	essification and the sale	f terms and condition	s are hereby agreed	to by the shipper and	accepted for himself
<u> </u>									
	LTERNATE: DE					ERGENCY			IATION
	FACILITY				CONTACT	Name Pat	rick Pe	errin	· · · ·
	. ID Code No		 			Phone (8)	(6) 732 <i>-</i> 4		
Addres			<u> </u>		National R	esponse Co	enter		0-424-8802
Destin	ation			CEDTIEL	PATIONS			in D. C.	426-2675
	s to certify that th								proper condition
for tra	nsportation accord								poper condition
∰ Generat ∰ Signatu		I Uzem	<u></u>				Date	8-16-	8-4
TRANS	PORTER #1	ROSE CH	EMICAL/PCE	DIV.			E.P.A. ID No	MOD9806	533069
Address		500 W	McKISSOCK		· · · · · · · · · · · · · · · · · · ·				
		HOLDEN		···-	State_ <u>M(</u>	<u> 2ip 64</u>	<u>4040</u> 1	hone <u>(81</u> 6	<u>6)-732-411</u>
27.5	orter No. 1	This i	to certify acce	ptance of the	ne hazardous	waste shipm	nent. Date % /	licky	,
Signatu								10/57	
	PORTER #2						E.P.A. ID No		
Address City	·	· 				7:-		Phone	
City					State	Zip			
po atu	orter No. 2	This	s to certify acce	eptance of t	he hazardous	waste ship	nent. Date <u>:</u>	U-01	1521
TREAT	MENT/STORAG	E/DISPOSAL	FACILITY						
T/S/D	FACILITY A	_	y acceptance of	~	ous waste for	treatment, s	torage, or d	isposal.	84
Signatu	re	amis	Marin	<u> </u>			Date7	16	0 1
		ORI	GINAL - I	RETURI	N TO GE	NERAT	OR	7-	BLS-C (6 PLY

AZARDOUS WASTE MANIFES

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	5 7 1	230	2.5	
3.72		200	- Page 197	25.6€

BILL OF LADING

MANIFEST	DOCUMENT	NUMBER	

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		. ·		Tesau				
TO: T/S/D FACILITY	ROSE CH	EMICALS/PO	CB DIV.	FROM: Generator	NEBRASKA	PUBLIC	POWER	
E.P.A. ID Code N	lo. MOD9806	33069		E.P.A. ID	Code No.			
Address Destination		McKISSOCK		A 4 4	P.O. BOX			•
Phone	HOLDEN, (816)-732		FU	Origin Phone (YORK NE 402) - 563	.B. -5408	GARY SI	NCLAIR
Nak	R PROPERISHIPPIN		HAZAF	RD CLASSE		EPA= Haz Waster Noz		LABELS: REQUIRE
Units a	7				OR ME	OFAY		(or Exemption No.
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	CORINATED B	IPHENYLS	ORM	1-E	2315	N/A		PCB/ORM-B
PLACARDS REQU							· · · · · · · · · · · · · · · · · · ·	-
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is hereby specifically	stated by the shipper to be	not exceeding			(Bignature of Cons	,		X) 🗆
RECEIVED, subject to the consideration of the consi	classifications and tariffs in eff , consigned, and destined as ind o carry to its usual place of deli	ect on the date of the Issue licated above which said ca	of this Bill of Lading rrier (the word carrier	, the property describe being understood throu	d above in apparent go ghout this contract as	od order, except as meening any person	noted (contents and o or corporation in pos	endition of contents of session of the property
bill of lading terms and cond Shigner hereby certifies that	o carry to its usual place or deli r all or any portion of said route ditions in the governing classifi t he is familier with all the bill	TO CONTINUE TION AND ALL TO SE	ch sarty at any lime i	Marenies in all or saw :	LALS OFFICERILY. 1761 AVA	rv service to he certi	riind hereveder shell	t no guillact to no Ita
and his assigne.	DESTINATION*(AERGENCY			
T/S/D FACILITY		EWIENGEWCI	UNLI	CONTACT	· D.	trick !		IATION# - '
E.P.A. ID Code N				CONTACT	MRIDE —		-4117/73	32-5309
Address		· · · · · · · · · · · · · · · · · · ·		National F	Response Co			,
Destination		•			tooponeo o	enter		0-424-8802
	the second of th		CERTIE	L Cations	•		in D. C.	0-424-8802 426-2675
This is to certify tha	it the above named in		erly classifie	d, described, p	ackaged, mark	ed and label	in D. C.	0-424-8802 426-2675
for transportation acc	it the above named in	naterials are prop	erly classifie	d, described, p	ackaged, mark	ed and label	in D. C.	0-424-8802 426-2675
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ORIGINAL - RETURN TO GENERATOR

7-BLS-C (6 PLY)

_		print or type. (Form designed isseen eite (12-	oitch) typewriter.)			Form Ao	d. OMB No. 200	10-0404. Expires 7-31-89
A		UNIFORM HAZAHDOUS WASTE MANIFEST	1. Generator's U		danifest ument No.	2. Page 1 of	Information i	n the shaded areas d by Federal law.
١,		Generator's Name and Mailing Address Nebraska Public Power I	District. O	peration Center ¹	223	A. State Ma	mifest Docume	nt Number
		West Highway #34 York, NE				B. State Ge	nerator's ID ·	
	$\overline{}$	Generator's Phone (402) 563-54	08 Gary Sin		· · · · · · · · · · · · · · · · · · ·	٠.		
		Transporter 1 Company Name	6.		er		ansporter's ID	
$\ \ $		Rose Chemicals Inc PCB DIT Transporter 2 Company Name	8.	MOD980633069 US EPA ID Numbe	er -		ners Phone (8 Ensporter's ID	16) 732-4117
11					-	F. Transpor		
	1	Designated Facility Name and Site Address Rose Chemicals Inc PCB DIT		0. US EPA ID Numbe	9f	G. State Fa		
		500 W. McKissock			. •	H. Facility's		
	<u> </u>	Holden, MO 64040	<u>1</u> 2	100980633069	12. Conta	(816) 7.		
GE	<u> </u>	US DOT Description (Including Proper Ship	pping Name, Hazan	d Class and ID Number)		1 1	13. 14. otal Unit antity Wt/Vo	Waste No.
N E R A	а.	RO 10/4.54 Polychlorinats	ed Biphenyls	ORM-E UN-2355	17	mp 360	23 P	
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	d.	;						
,	_	Additional Descriptions for Materials Listed	Above		<u> </u>	K Handling	Codes for Wast	es Listed Above
		-17 metal drums	PEbris			n. naiding	COUGS (OF Wasi	
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	15.	Special Handling Instructions and Addition	nai Information		'			
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П	L	·			·		· ·	
	16.	GENERATOR'S CERTIFICATION: I heret above by proper snipping name and are cla	assified, packed, m	arked, and labeled, and are	e in all respi	ects in proper	ely described condition for	
		transport by highway according to applica	pie international ai	nd national governmental r	egulations.			Date
¥	,	Printed/Typed Name	0 -	Signature	/ /		• 🟒	Month Day Year
Ľ.	_	Transporter 1 Acknowledgement of Recei	ot of Materials	1 7 10 10 11	· · ·	1 6 4 4 1 1 1	*:	05 10 85 Date
Ř		Printed/Typed Name	<u> </u>	Signature	**	A. T. S. S.		Month Day Year
2	1	Rose Chemicals, Inc 903 DI	v	11 11	<u>. ^ " </u>	1		0510 85
Q R	$\overline{}$	Transporter 2 Acknowledgement of Received	ot of Materials			·		Date
TRANSPORTER		Printed/Typeo Name		Signature				Month Day Year
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C	<u> </u>	Facility Owner or Operator: Certification of	receipt of hazardo	us materials covered by thi	s manifeet e	exceor as now	ed in Item 19	
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A		UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator's US		Manifest Document No.	2. Pag		ation in th		
	3.	. Generator's Name and Mailing Address Neoraska Public Power West Hivey #34	District, O	peration Centr	1229 er	A. State	Manifest Do	cument N	umber	
	4.	YOLK, NE Generator's Phone (402) 563-54	108 Gary Sin	clair		B. State	Generators	iD .		. <u></u>
	5.	Transporter 1 Company Name	6.	US EPA ID Nu	mber		Transporter			1445
\parallel	7	Rose Chemicals, Inc PCB D Transporter 2 Company Name)]V [F	CD980633069 US EPA ID Nu	mber		sporter's Pho Transporter		732-	911/
П	L	1				_	sporter's Pho		•	· · · ·
	9.	Designated Facility Name and Site Addres Rose Chemicals, Inc PCB D		US EPA ID Nu	mber		Facility's ID		1 4 1	
$\ $		500 W. McKissock Holden, MD 64040	ni.	00980633069			ity's Phone	47	•	
					12. Conta		732-41 -13.	14.	. l.	·····
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11	3.	Additional Descriptions for Materials Listed	a Above	<u>~s</u>		K. Hand	ing Codes to	r Wastes	Listea Abo)V 0
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4	_	5. GENERATOR'S CERTIFICATION: I nere above by proper shipping name and are ci transport by nighway according to applicate Printed/Typed Name	eby declare that the delassified, packed, malable international an	arked, and labeled, and labeled	d are in all responded regulations.	ects in pro		n for Mc	onth Day	Year
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	3. 	Generators Name and Mailing Address Neoraska Public Power District, West Hiway #34	Operation Center	1230	A. State M	lanifest Doc	ument N	umber	
		York, NE Generators Phone (402) 563-5408 Gary Si	inclair		B. State G	ienerator's i	D	-	
П	5.	Transporter 1 Company Name	6. US EPA ID Numbe	er .		ransporter's			
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$\ \ $	7.	Transporter 2 Company Name	8. US EPA ID Numbe	er	L	ransporter's			
	┢	Designated Facility Name and Site Address	10. US EPA ID Numbe		G. State F	orter's Phon		···	
Ш	٦.	Rose Chemicals, Inc PCB DIV	io. US EFA ID RQIIIDE	71	G. State i				,
Ш		500 W. McKissock	•	·	H. Facility	's Phone		•	
		Holden, MO 64040	MOD980633069	•	(816)	732-411	L7		
9	11.	US DOT Description (Including Proper Shipping Name, Ha	zard Class and ID Number)	12. Conta No.		13. Total uantity	14. Unit Wt/Val	l. Waste N	lo.
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	15.	Special Hangling instructions and Additional Information	· · · · · · · · · · · · · · · · · · ·	1		<u></u>	· . ·		
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	10.	GENERATOR'S CERTIFICATION: I hereby declare that I above by proper snipping name and are classified, packed	i, marked, and labeled, and arc	e in all respi	ects in propi	condition econdition	tor		
		transport by nighway according to applicable internationa	ıı and nationai governmental r	egulations.			Г	Date	
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	19.	Discrepancy indication Space			((1	- ' /'u	1	χ.
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	20.	Facility Owner or Operator: Certification of receipt of hazal	rdous materials covered by this	s manifest e	except as no	ted in Item	19		
Ţ	Ĺ		·					Date	
		Printed/Typed Name	Signature				Ma 	onth Day	Year

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l	 	Generator's Name and Mailing Address Neoraska Public Power West Hiway 134	District, Oper	ation Center ¹	231	A. State	Manifest Do	cument	Number	
	4.	YORK, NE Generator's Phone (402) 563-541	08 Gary Sincla	ir			Generator's	ID		
		Transporter 1 Company Name	6.	US EPA ID Numbe	9f		Fransporte			
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	11.	US DOT Description (Including Proper Ship	oping Name, Hazard Cla	iss and ID Number)	12. Conta No.	_ 1	13. Total Quantity	14. Unit	I. Waste N	o.
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	15.	Special Handling Instructions and Addition	nai Information							
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	16.	GENERATOR'S CERTIFICATION: I heret	ov declare that the cont	ents of this consignme	ent are fully	and accur	ately descr	iped		
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	19.	Discrepancy Indication Space						7	\sqrt{I}	•
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Įļ	<i>2</i> 0.	Facility Owner or Operator: Certification of	receipt of hazardous m	aterials covered by this	s manifest e	except as n	oted in Item	19.	Date	
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-	3.	Generator's Name and Mailing Address .		j	528	A. State Ma	nifest Docu	ument Numt	er	
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E		Printed/Typed Name	•	Signature		٠		iMonth 	<i>Day</i> ∃	Year
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d	3.	Generator's Name and Mailing Address Nebraska Public Power			1348	A. State M			Number	
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. [N	Nebraska Public Power 01388				A. State Manifest Document Number					
	Q Y	perations Center West Hwy. Ork, NE	B. State Ge	nerator's ID	114						
		4. Generator's Phone (402) 563-5408 Dick Lovless 5. Transporter 1 Company Name 6. US EPA ID Number C. State Transport									
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	7	ose Chemicals, Inc PCB DIV Transporter 2 Company Name	MOD980633069			insporter's ID	16) 732-4	11/			
.	<i>7</i> .	Transporter 2 Company Name	8. US EPA ID Numbe	er		•					
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	R	Designated Facility Name and Site Address OSE Chemicals, Inc PCB DIV OO W. McKissock	10. US EPA ID Numbe	er		はの家様					
		olden, MO 64040	MOD980633069		H. Facility's (816)	732-4117					
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Ļ	20.	Facility Owner or Operator: Certification of recei	pt of hazardous materials covered by thi	is manifest e	except as note	ed in Item 19.					
				<u> </u>			Date				
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Signature

Printed/Typed Name

Labelmaşter, Chicago, IL 60646 (312) 478-0900

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Style F15-6

EPA Form 8700-22 (3-84)

Month

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Pie	ase print	or type. (Form desig or use on elite (12-	pitch) typewriter.)			Form A _{L.}	/ed. OMB I	No. 2000-	0404. Expires	7-31-66
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	3. Gor Ne Wes	3. Gonerator's Name and Mailing Address Nebraska Public Power 01451 West Highway 34				A. State M			Number	
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ORTER	Prir	nted/Typed Name		Signature				٨	fonth Day	Year
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١,	20. Fa	cility Owner or Operator: Certification of	receipt of hazard	ous materials covered	by this manifest	except as no	ted in Item	^{19.} г	Date	
'	Pri	inted/Typed Name		Signature		6		<u>_</u> _	Month Day	Year
		Mike Moore	· · · · · · · · · · · · · · · · · · ·	9mits	more	(for Mo	<u>r)</u>		\$ 2	হিছ
Stvl	e F15-6	Labelmaster, Chicago, IL 60646 (312) 47	78.0900			•		EP/	A Form 6700-2	2 (3-84)

"D"

for use on elite (12-pitch) typewriter.) _ved. OMB No. 2000-0404. Expires 7-31-86 Please print or type. (Form desig Manifest 2. Page 1 1. Generator's US EPA ID No. UNIFORM HAZARDOUS Information in the shaded areas Document No. is not required by Federal law. **WASTE MANIFEST** Generalor's Name and Mailing Address Nebraska Public Power A. State Manifest Document Number 01455 West Hwy. 34 York, NE B. State Generator's ID 4. Generator's Phone (402) 563-5408 Gary Sinclair 5. Transporter 1 Company Name US EPA ID Number C. State Transporter's ID D. Transporter's Phone (816) Rose Chemicals, Inc/PCB DIV MOD980633069 7. Transporter 2 Company Name **US EPA ID Number** E. State Transporter's ID F. Transporter's Phone 9. Designated Facility Name and Site Address **US EPA ID Number** G. State Facility's ID 3. 连续对为"3.000000" Rose Chemicals, Inc/PCB DIV 500 W. McKissock H. Facility's Phone Holden, MO 64040 MOD980633069 <u>(816) 732-4117</u> 12. Containers . 14. Unit Wt/Vo 13 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number) Total No. Quantity Ε a. 10/4.54 Polychlorinated Biphenyls ORM-E UN-2315 b. d. J. Additional Descriptions for Materials Listed Above
LINE A. PCB CONTAINING TEL
BULK 012
G. S. D. 5-21-85 15. Special Handling Instructions and Additional Informatio 16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations. Date Printed/Typed Name Signature Month Day Year NIEMANN 17. Transporter 1 Acknowledgement of Receipt of Materials Date Printed/Typed Name Day Month Year Rose Chemicals, Inc/PCB DIV 18. Transporter 2 Acknowledgement of Receipt of Materials Date Printed/Typed Name Month Day Signature Year 19. Discrepancy Indication Space 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19. Date Printed/Typed Name Noore Style F15-6 Labelmaster, Chicago, IL 60646 (312) 478-0900

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Nose Chemicals
PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

INVOICE NO. NO

INVOICE DATE 9/19/83

Nebraska Public Power District SOLD PO Box 499 TO Columbus, NE 68601

SHIP TO

OUR RDER O. 217-281	SHIPPED VIA	SHIPPING DATE	
QUANTITY	DESCRIPTION	PRICE	TOTAL
1 shipment	PCB oil from bluk containment 5472 gallons less than 500 ppm	\$.90/gal	\$4924.80
	Transportation		732.50 \$5657.30
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Nose Chemicals PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

INVOICE NO.

INVOICE DATE 9/23/83

Nebraska Public Power SOLD PO Box 499 TO Columbus, NE 68601

SHIP TO

YOUR ORDER NO. 217—281	SHIPPED VIA	SHIPPING DATE	
QUANTITY	DESCRIPTION	PRICE	TOTAL
5560	gallons PCB oil less than 500 ppm transportation 293 miles	\$.90 2.50	\$5004.00 732.50
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TERMS NET 30 DAYS

Aose Chemicals
PCB Division

2459 Charlotte Street
Kansas City, Missouri 64108
(816) 471-7227

INVOICE NO. Nº

1290

INVOICE DATE 9/23/83

Nebraska Public Power SOLD PO Box 499 TO Columbus, NE 68601

SHIP TO

011.

YOUR ORDER NO. 217-281	SHIPPED VIA	SHIPPING DATE	• •
QUANTITY	DESCRIPTION	PRICE	TOTAL
√n: ~ 12	Crate PCB non leaking capacitors 20006 lbs	\$.50	\$10003.00
∠ 2± ∠	drums PCB non leaking capacitors 692 lbs	.50	346.00
/ 10 L	drums PCB leaking capacitors 2985 lbs	.53	1582.05
/ 15	drums misc debris /filter packs&rags	100.00	1500.00
/6	drums PCB o&llless than 500 ppm /	.90	270.00
✓ 3	drums PCB oil greater than 500 ppm but less than 5000 ppm 165 gallons	2.00	330.00
✓ 2±	transformers	11.00	22.00
``	transportation	2.50	732.50
	•	10 8 .	\$14785.55 20/06
	TERMS: 27 10 NET 30 days	,	14 (1.49
			120.1.11
7	ACCOUNTS PAYABLE GEN, OFFICE		
	SEP 26 1983 EXTENSION CHECKED BY INVOICE APPHOVED		:
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Nose Chemicals PCB Division

INVOICE NO. Nº2

INVOICE DATE _9/26/83

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

Nebraska Public Power District PO Box #99 Columbus, NE 68601

SOLD

TO

TO

DUR RDER D.	217 281	SHIPPED VIA			SHIPPING DATE	, . .
<i>**</i> .	QUANTITY	DESCR	IPTION		PRICE	TOTAL
		PC3 e41 logs then 500			<i>\$</i> 1.4	
·		PC3 oil less than 500 6277 gallons and 5701	gallons	. .	\$.90	\$10780.20
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Nose Chemicals PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

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INVOICE NO. NO.

INVOICE DATE 10/4/83

Nebraska Public Power District SOLD PO Box 499 TO Columbus, NE 68601

TO

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QUANTITY	<i>n</i> -	DESCRIPTION		PRICE	TOTAL
5111.5 gallons	PCB oil less th	ıan 500 ppm	• • • • • • • • • • • • • • • • • • •	.90	\$4600.35
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	: <u>-</u>				\$5332.85
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..ose Chemicals PCB Division 2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

INVOICE NO.

1335

INVOICE DATE 10/14/83

Nebraska Public Power SOLD Box 499 TO Columbus, NE 68601

SHIP

TO

OUR ORDER IO.	SHIPPED VIA	SHIPPING DATE		
QUANTITY	DESCRIPTION	PRICE TOTAL		
1	PCB transformer (22.4 ft ³)	\$ 413.00		
1	Empty Transformer (18.3 ft ³)	113.00		
1	PCB Transformer (63 ft ³)	727.00		
1	PCB Transformer (11.2 ft ³)	169.00		
ļ.		\$1427.00		
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	TERMS: 2% 10 NET 30 days	A STATE OF THE STA		
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	OCT 17 WS3	1 .		
•	INVUIGE AFFRO 750			
	TERMS: NET 30 DAYS	U-01538		

Kose Chemicals PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

INVOICE NO. No. 1775

R-10%+

NEBRASKA PUBLIC POWER P. O. BOX 499 COLUMBUS, NE. 68601 SOLD

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SHIP TO

13,775/1bs.	BULK OIL UNDER 50 WOODEN CRATES CAP DRUMS OF DEBRIS DRUMS OF LEAKING PCB CONTAMINATED	CAPACITORS TRANSFORMERS TO HOLDEN, MO. (4 TRIPS	\$.88/gal .58/lb. 120.00/ea. .63/lb 342.00/ea.) 2.00/Lm	7,989.50 2,160.00 2,135.70 2,052.00
13,775/1bs. 18/ea. 3,390/1bs:	DRUMS OF DEBRIS DRUMS OF LEAKING PCB CONTAMINATED FREIGHT YORK, NE.	CAPACITORS TRANSFORMERS TO HOLDEN, MO. (4 TRIPS	.58/1b. 120.00/ea63/1b 342.00/ea.	7,989.50 2,160.00 2,135.70 2,052.00 2,536.00
13,775/1bs. 18/ea. 3,390/1bs:	DRUMS OF DEBRIS DRUMS OF LEAKING PCB CONTAMINATED FREIGHT YORK, NE.	CAPACITORS TRANSFORMERS TO HOLDEN, MO. (4 TRIPS	.58/1b. 120.00/ea63/1b 342.00/ea.	7,989.50 2,160.00 2,135.70 2,052.00 2,536.00
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PCB Division INVOICE NO. Nº 1798 2459 Charlotte Street (ansas City, Missouri 64108 (816) 471-7227 8/29/84 INVOICE DATE R-010% **NEBRASKA PUBLIC POWER** P. O. BOX. 499 COLUMBUS, NE. 68601 ORDER 229109 MRC TRUCK 8/28/84 QUANTITY DESCRIPTION PRICE TOTAL MC ROSE MANIFEST # 0745 7 3.88/gal. \$1,773.20 2,015 gal BULK OIL 2.00/mi. ... 634.00 TOTAL DUE \$2,407.20 your house AUG 3 1 1984 EXTENSIUM CHECKED & U-01540

Nose Chemicals
PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227 INVOICE NO. 1

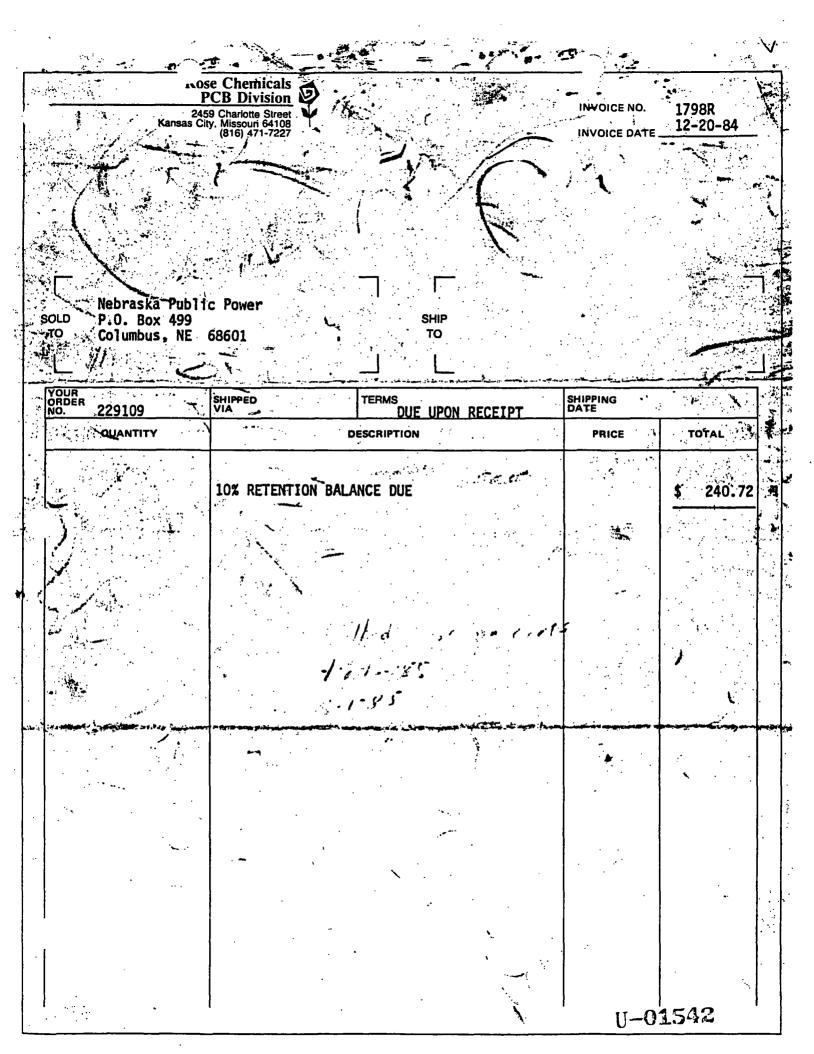
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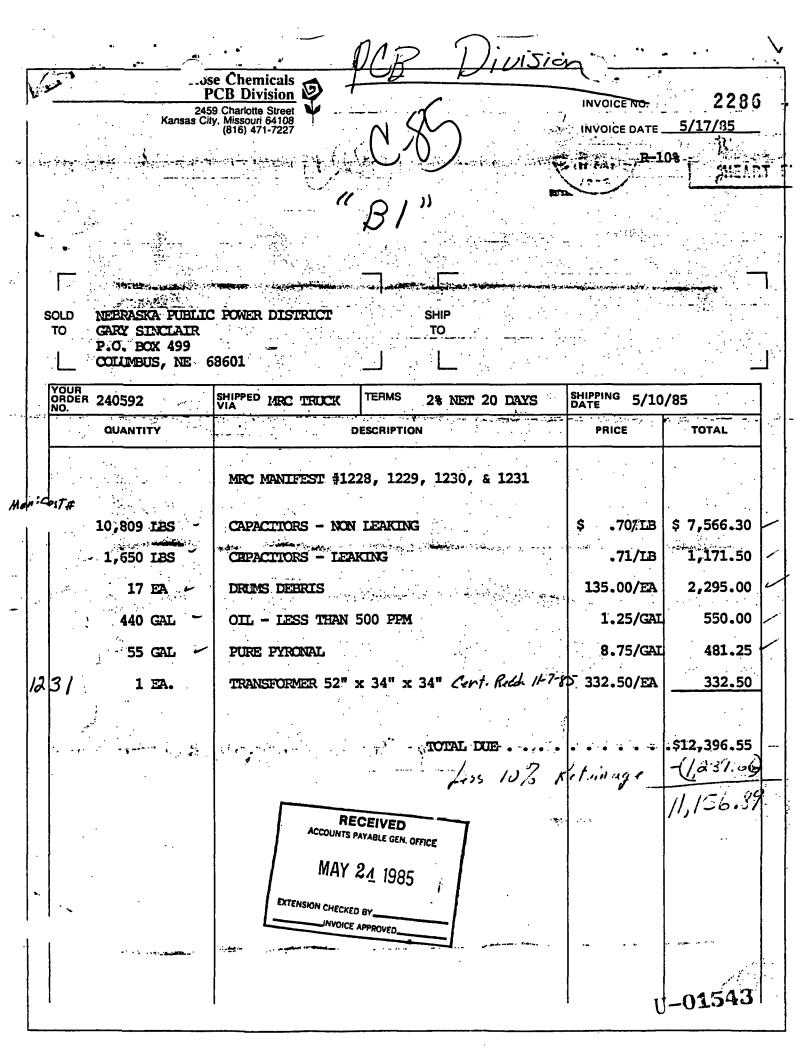
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Nebraska Public Power
SOLD P.O. Box 499
TO Columbus, NE 68601

OUR PRDER IO. 229109	TERMS DUE UPON RECEIPT	SHIPPING DATE	• • • •
QUANTITY	DESCRIPTION .	PRICE	TOTAL
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	10% RETENTION BALANCE DUE		\$ 3,045.99
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SHIP TO





Nose Chemicals
(PCB Division)
2459 Charlotte Street

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

> SHIPPED VIA

Rose Truck

INVOICE NO.

2393

INVOICE DATE __

6-20-05

SOLD Nebraska Public Power
TO P.O. Box 499
Columbus, NE 68601

242936

YOUR ORDER NO. SHIP

TERMS 2% 10 net 20 Days SHIPPING 6-27-85

. '	QUANTITY	DESCRIPTION	PRICE	TOTAL	; ·
	5553 gallons	Manifest #1328 Bulk oil	•97/gallo	n_\$5,386.41	•
		Bulk oil Price includes freight	taing e	4847.77	
		FECSIVED ACCOUNTS PAYABLE GEN. OFFICE JUL 8 - 1985 EXTENSION CHECKED BY	e vina elektrika ayan karancaran		
	• .	_	. · · · · · · · · · · · · · · · · · · ·	-01544	

Chemicals
PCB Division
2459 Charlotte Street
Kansas City, Missouri 64108
(816) 471-7227

INVOICE NO.

INVOICE DATE_

SOLDP O BOX 499 TO Columbus NE 68601

ATTN: Mr. Gary Sinclair

STATE GALLONS BULK OIL Jess 10% Kelsinge 45.75.39	YOUR ORDER 242936	SHIRPED #1348 TERMS VIA MR6 TRUCK 2% NET 20 DAYS]	SHIPPING 7/1	6/85
Jus 10% Ketaings 508.30 4575.39				
	5777 GALLONS		.88/Gal	508.38
400		Gus 1010 Kelm ga		
		40)		

...se Chemicals PCB Division

PCB Division

2459 Charlotte Street
Kansas City, Missouri 64108
(816) 471-7227

FM A

INVOICE NO.

2423

INVOICE DATE 7/22/85

Nebraska Public Power District P O BOX 499

SOLD Columbus NE 68601

QUANTITY

ATTN: Mr. Gary Sinclair

SAME

SHIP

SHIPPED #1348
VIA MRC TRUCK Ze NET 20 DAYS | SHIPPING 7/16/85

DESCRIPTION PRICE TOTAL

FREIGHT (.09/GALLON x 5777 GALLONS) \$519.93

June 10 3 Raingle -51.99

467.94

Retainage fan 11-19-55

U-01546

SHIP

Acose Chemicals
PCB Division

2459 Charlotte Street
Kansas City, Missouri 64108
(816) 471-7227

INVOICE NO.

2462

7/31/85 INVOICE DATE __

NEBRASKA PUBLIC POWER P.O. BOX 499

COLUMBUS, NE

Attn: GARY SINCIAIR

YOUR ORDER NO. 242936	SHIPPED #1388 VIA MRC TRUCK	TERMS 2% 1	O NET 20 DAYS	SHIPPING B/2	/85
QUANTITY	D	ESCRIPTION		PRICE	TOTAL
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ose Chemicals PCB Division 2463 INVOICE NO. 2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227 INVOICE DATE NEBRASKA PUBLIC POWER P.O. BOX 499 SHIP COLUMBUS, NE 68601 ATIN: GARY SINCLAIR YOUR ORDER NO. SHIPPED VIA SHIPPING DATE 242936 MRC TRUCK 2% 10 NET 20 DAYS * 8/2/85 TOTAL QUANTITY DESCRIPTION PRICE \$430.02 TOTAL FREIGHT DUE. \$430.02 Les 10% Retaine Petainage fair U+01548

use Chemicals

2459 Charlotte Street
Kansas City. Missouri 64108
(816) 471-7227

INVOICE NO. 248 1

NEBRASKA PUBLIC POWER
SOLD ATTN: GARY SINCLAIR
TO P.O. BOX 499
COLLEBUS, NE 68601

SHIP TO

	YOUR ORDER244684 NO.	SHIPPED MRC TRUCK	TERMS 2%	10 NET 20 DAYS	SHIPPING 8/19	/85
	QUANTITY	-	DESCRIPTION		PRICE	TOTAL
	the second second					
	5825 GAL.	BULK OIL			\$.88/GAL.	\$5126.00
.3.				TOTAL MARKET		CE12C 00
			•	TOTAL MATERI	AL	\$5126.00
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se Chemicals PCB Division

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227 INVOICE NO.

2432,

INVOICE DATE_

8/21/85

NEBRASKA PUBLIC POWER ATIN: GARY SINCLAIR P.O. BOX 499 COLUMBUS, NE 68601

SHIP

our ^{RDER} 244684	SHIPPED #1441 VIA MRC TRUCK	TERMS 2% 10 NET 20 DAYS	SHIPPING DATE	8/19/85
QUANTITY		DESCRIPTION	PRICE	TOTAL
	FREIGHT			\$524.25
	(5825 GALLONS x .	09/GAL.)		
		Retainage 10%		\$524.25 62, 43
				471.82
2				
- 19 19 19 19 19 19 19 19 19 19 19 19 19		A second second		and the second
'n	Kell	awage fair		
·	//	sings fair	1.00	

ose Chemicals PCB Division 2493 2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227 INVOICE DATE 8/27/85 NEBRASKA PUBLIC POWER ATIN: GARY SINCLAIR SOLD SHIP P.O. BOX 499 COLUMBUS, NE 68601 YOUR ORDER NO. SHIPPING DATE SHIPPED VIA QUANTITY DESCRIPTION PRICE TOTAL 5894 GALS. \$5,186.72 OIL. .88/GAL U-01351

2459 Charlotte Street
Kansas City, Missouri 64108
(816) 471-7227

2555

INVOICE DATE

8/30/85

NEBRASKA PUBLIC POWER

1 14: 1

SOLD

ATIN: GARY SINCLAIR P.O. BOX 499

COLUMBUS, NE 68601

SHIP	
TO	

	YOUR ORDER 242936	SHIPPED MRC TRUCK	TERMS 2% 10 NET	20 DAYS	SHIPPING 8/23	/85
	QUANTITY	D	ESCRIPTION		PRICE	TOTAL
		MANIFEST 1455	•			
_	6226	OIL			\$.88	\$5478.88
· ·			TOTAL MATE	RIAL BU	.	\$5478.88
		البراحمة المعالم المعا	سونهما أسنج ويسدأ أيأن وأيار وأيثاثها	a day a day day	and the same of th	A Comment
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ose Chemicals
PCB Division

2459 Charlotte Street
Kansas City, Missouri 64108
(816) 471-7227

INVOICE NO.

2555

... INVOICE DATE

8/30/85

NEBRASKA PUBLIC POWER		Γ
ATIN: GARY SINCLAIR		
P.O. BOX 499		SHIF
COLUMBUS, NE 68601		то

SOLD

	OR NO	DUR 242936	SHIPPED WIRC TRUCK	TERMS 28 10 NET 20 DAYS	SHIPPING 8/	23/85
"		QUANTITY		ESCRIPTION	PRICE	TOTAL
			MANIFEST 1455			
	1					
	ः इ.ज.		freight (6226 c	gallons x .09)		\$560.34
						Serve .
				TOTAL FREIGHT DUE		\$560.34
				Retaine	10%	56.03
			•			504.3/
				$\gamma = \gamma$		
			K	stawage Pair /	19-85	
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AND TRUST COMPANY

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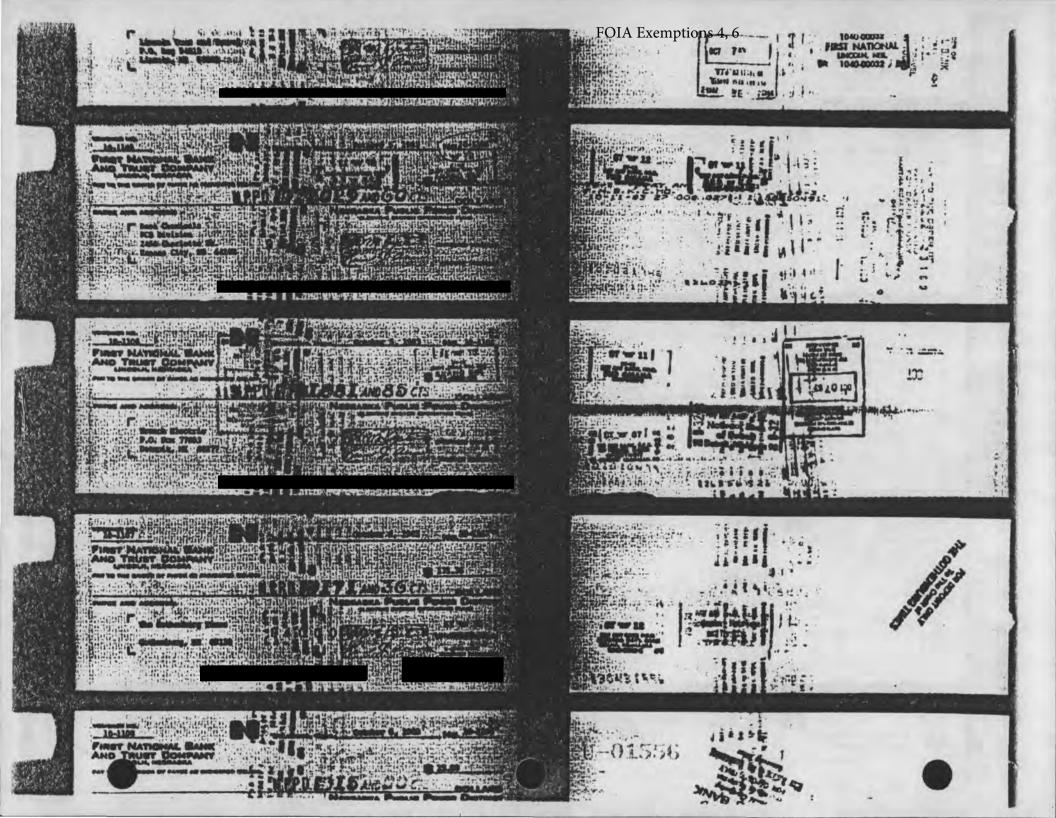
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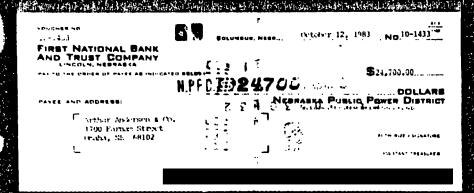
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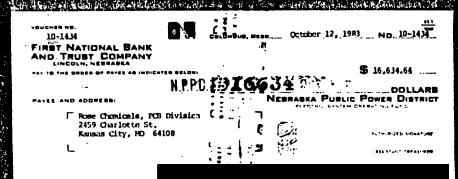
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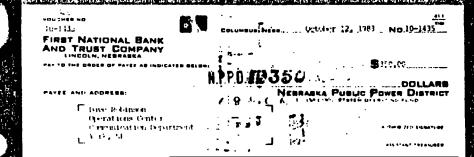
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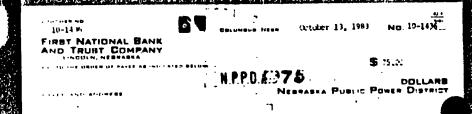


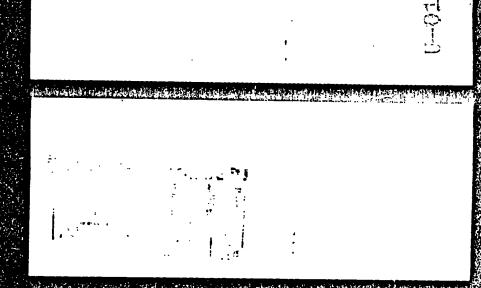
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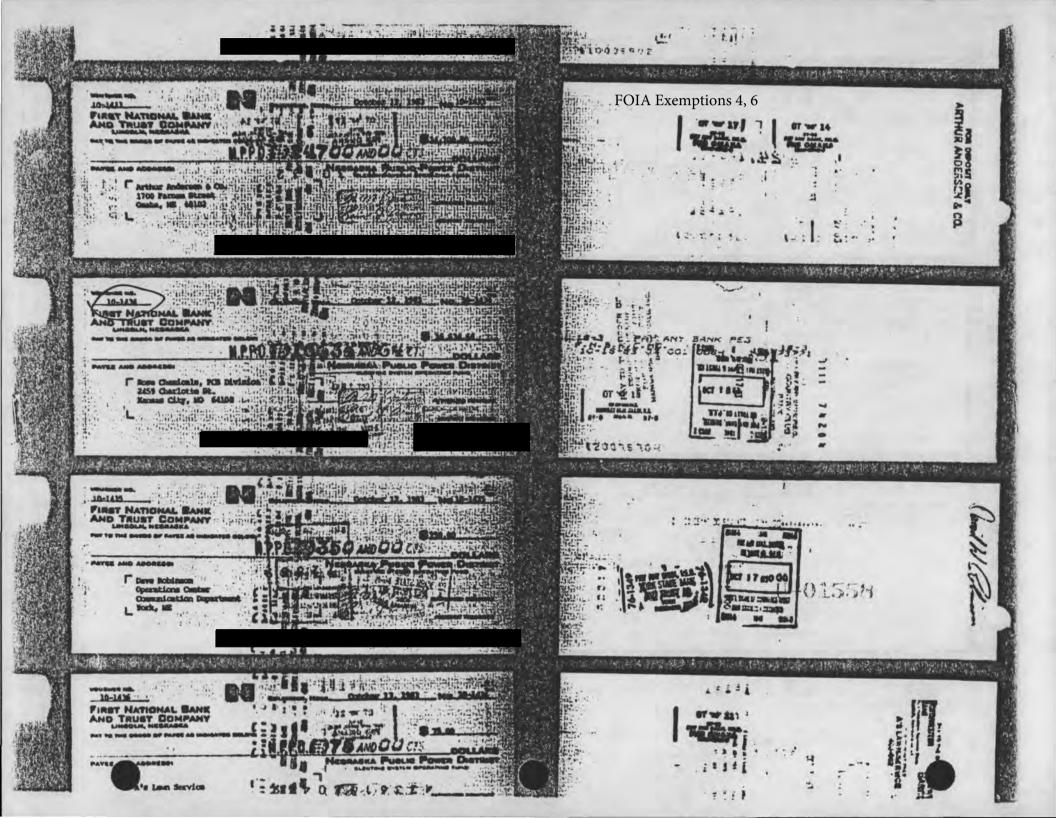


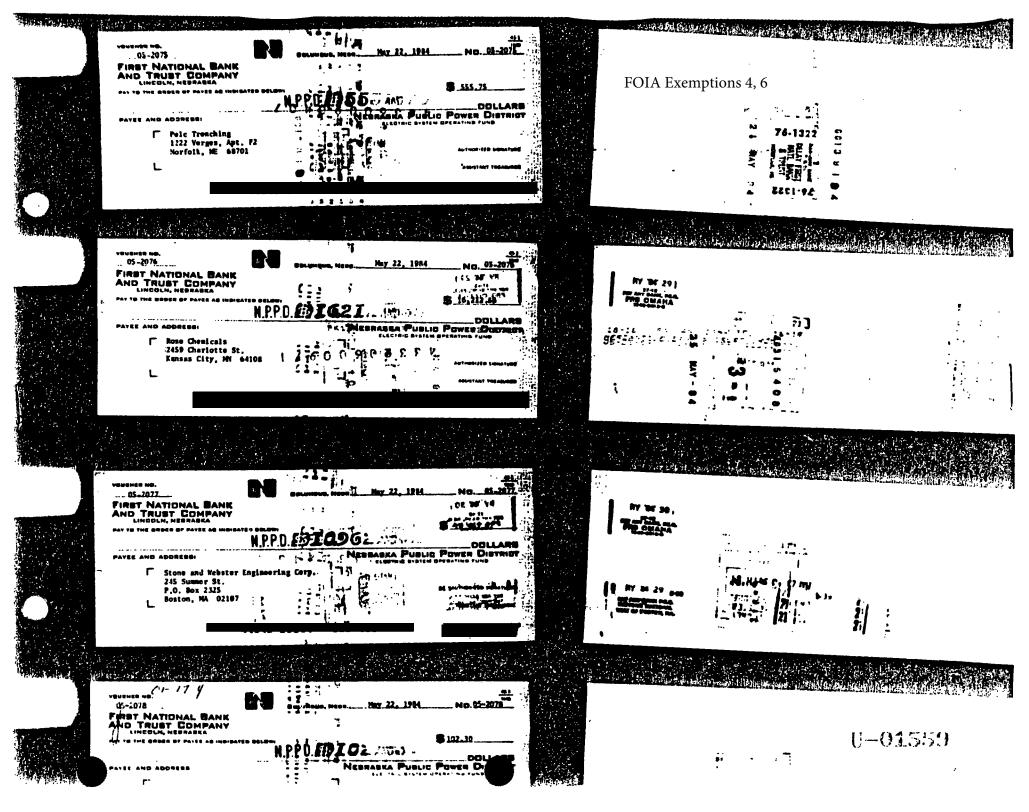


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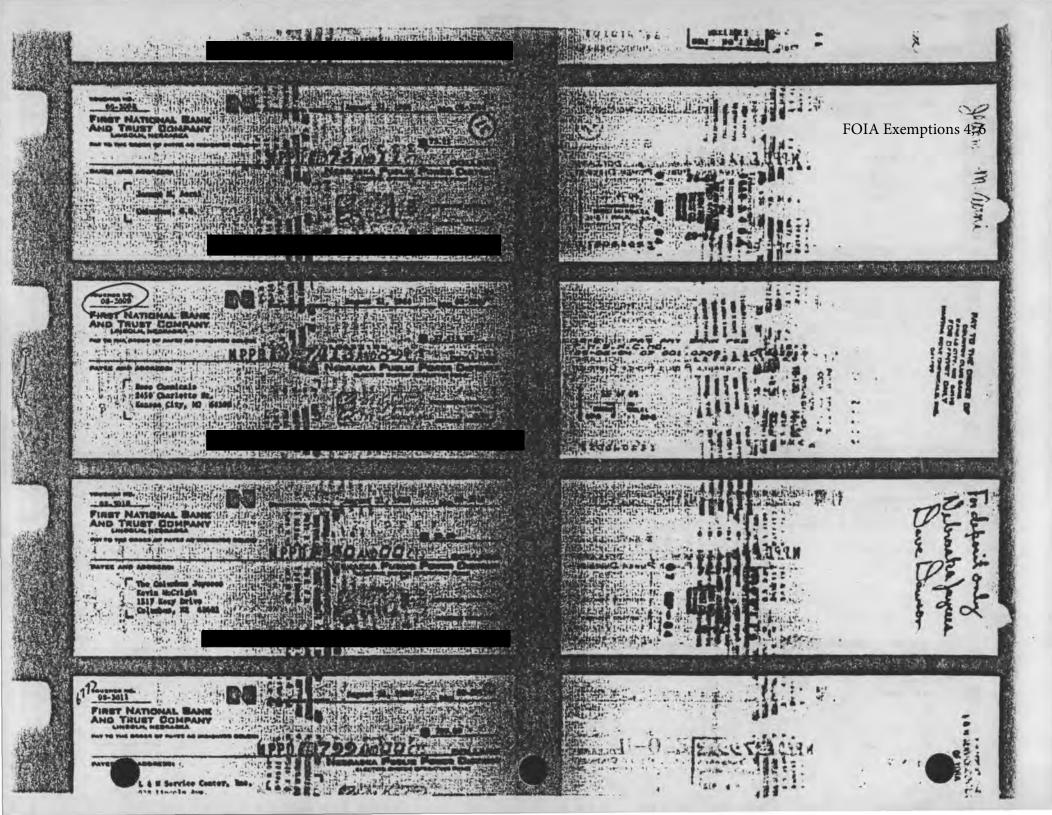


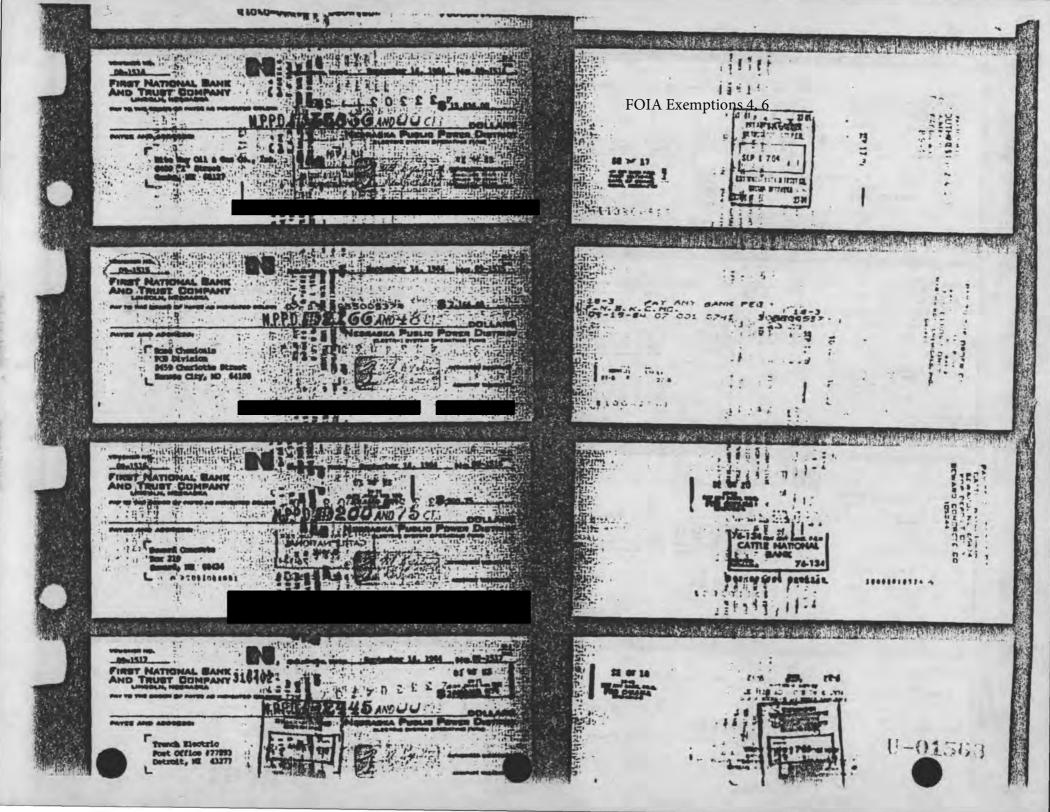


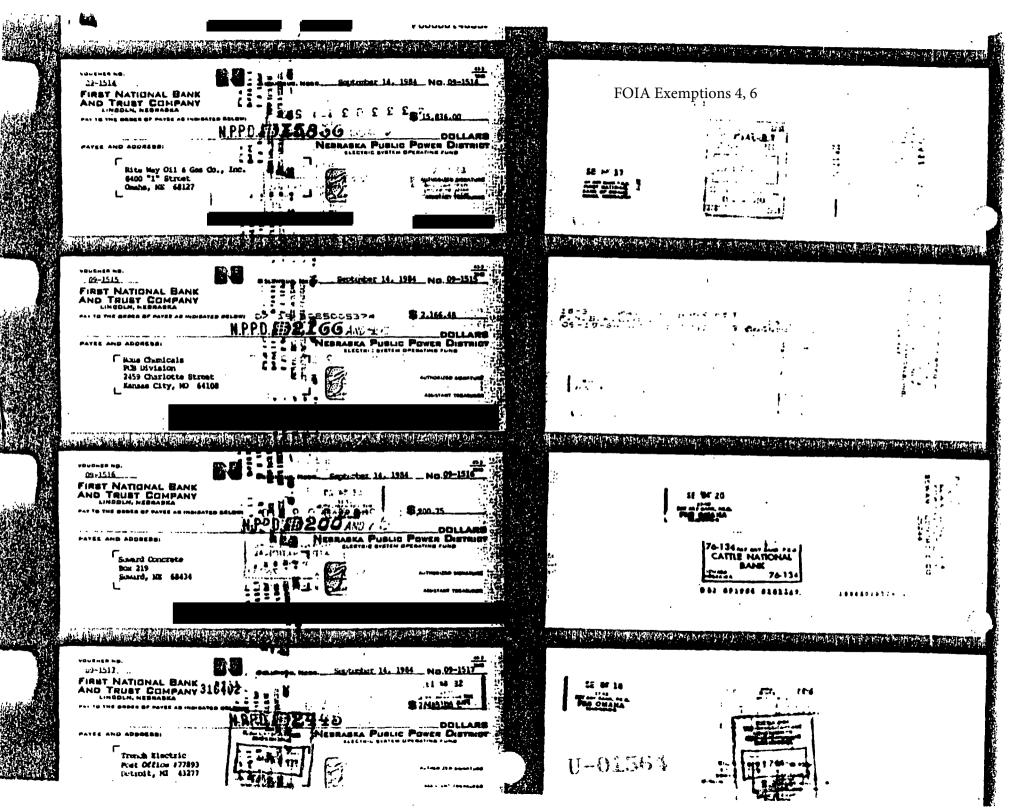
The W Service Center, Inc.

FOIA Exemptions 4, 6

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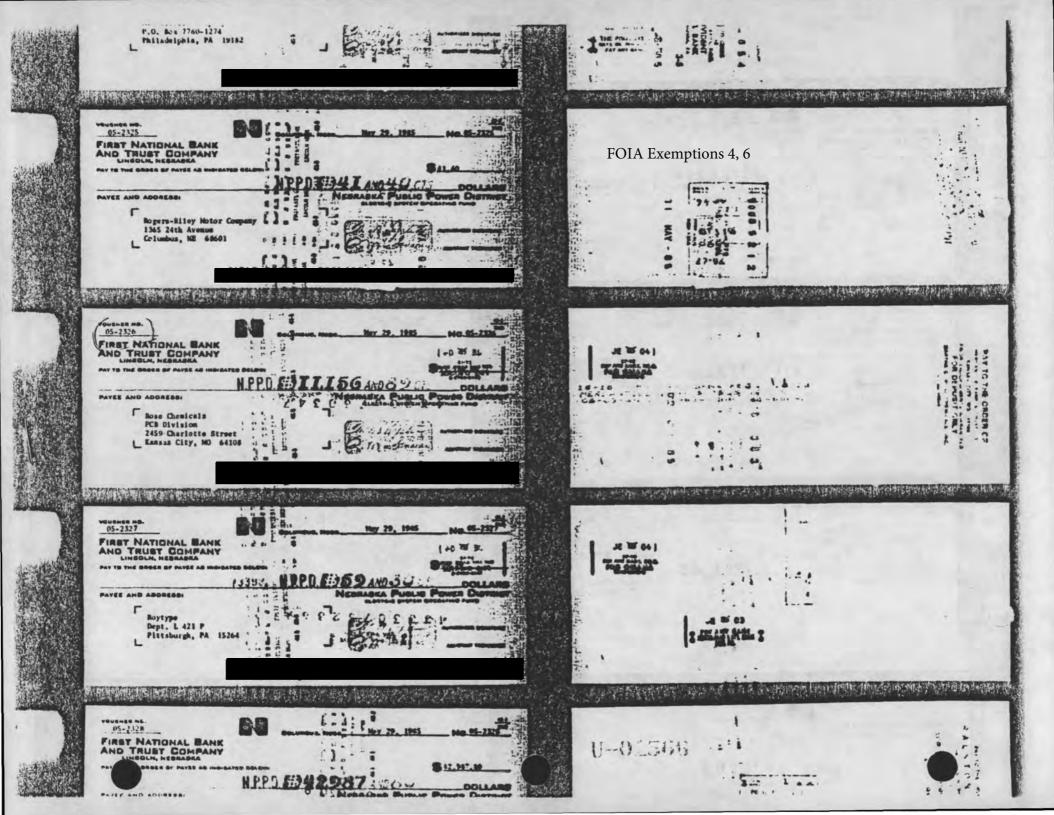
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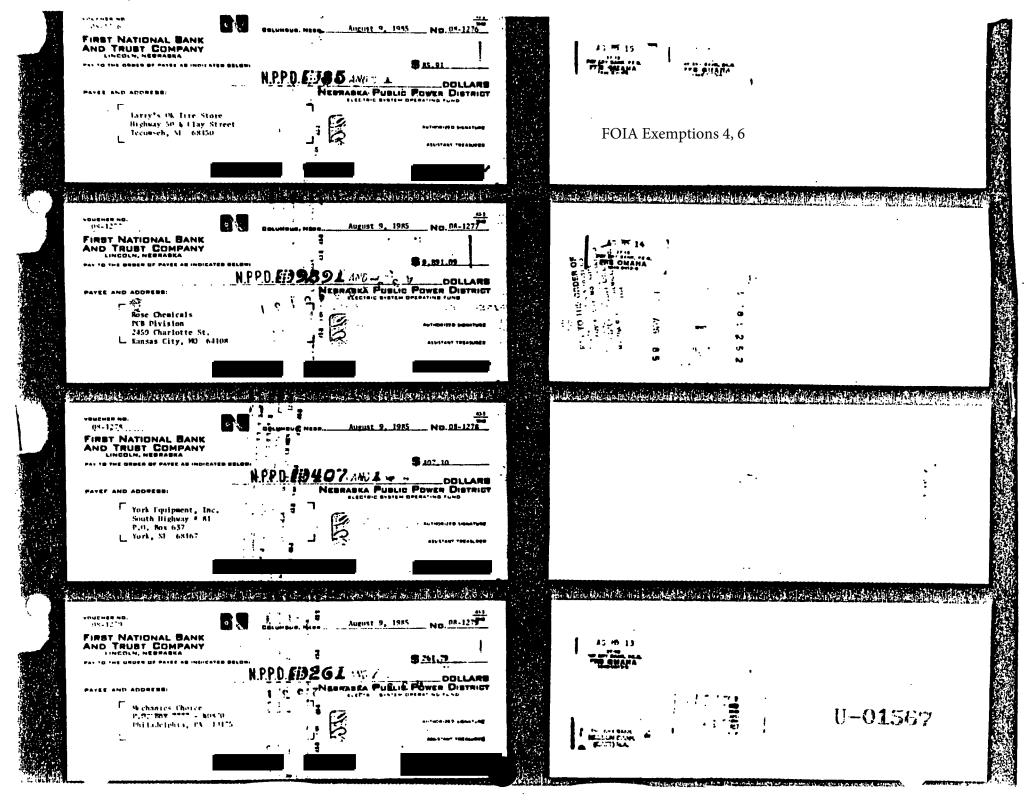
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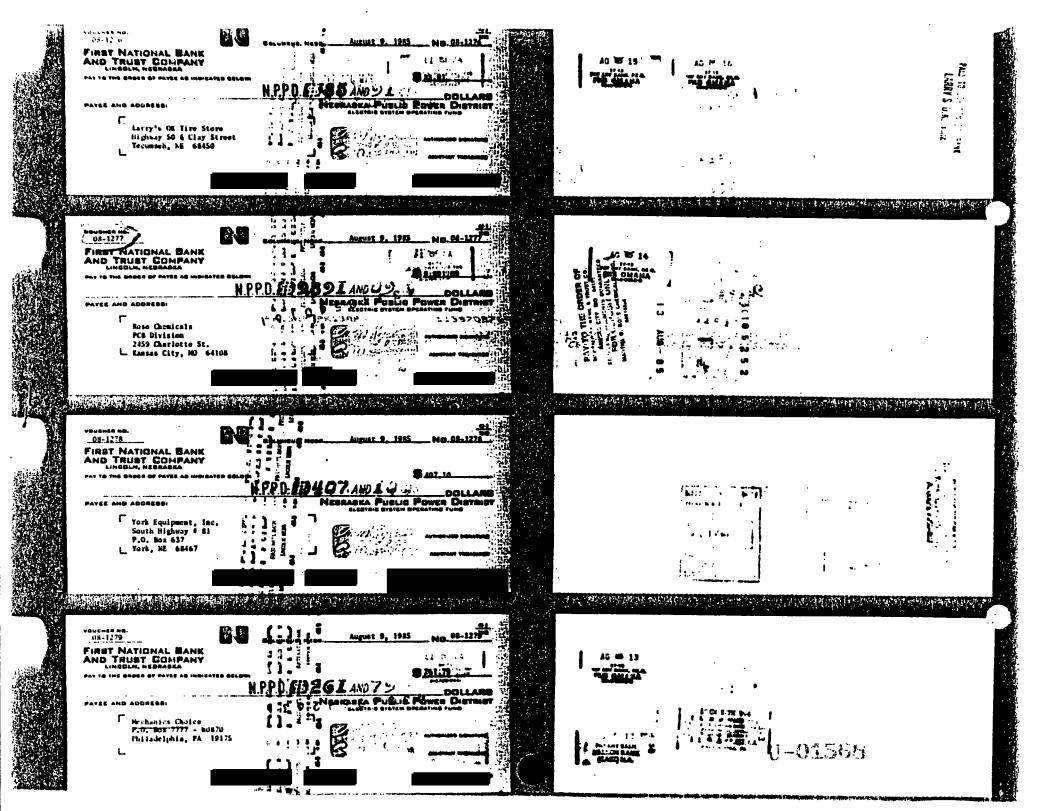
FIRST NATIONAL BANK AND TRUST COMPANY

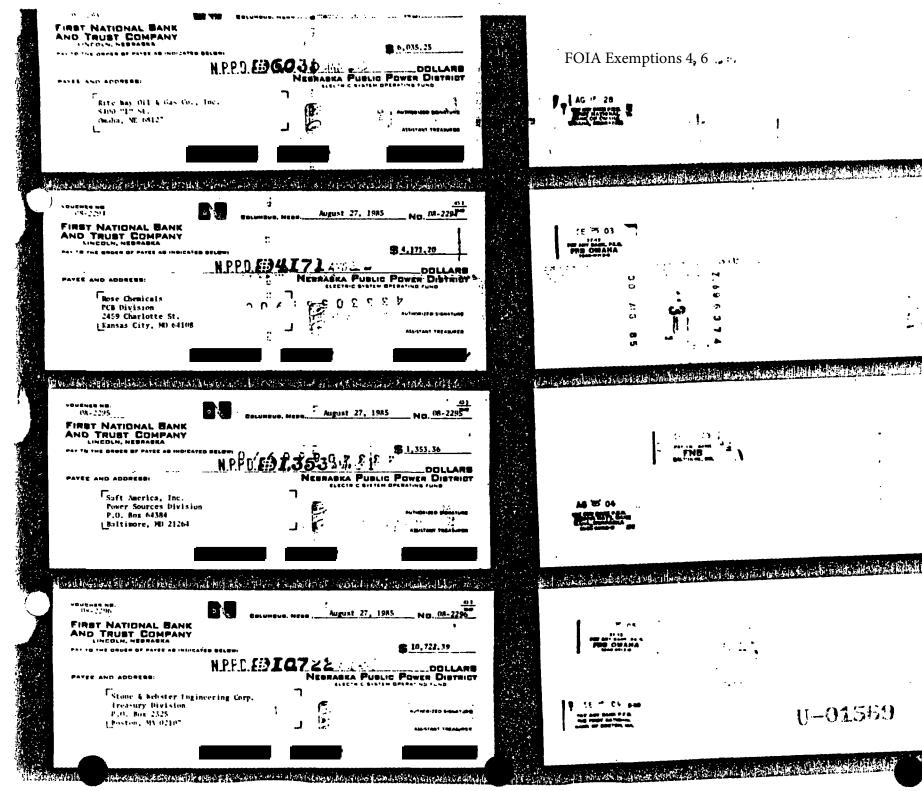
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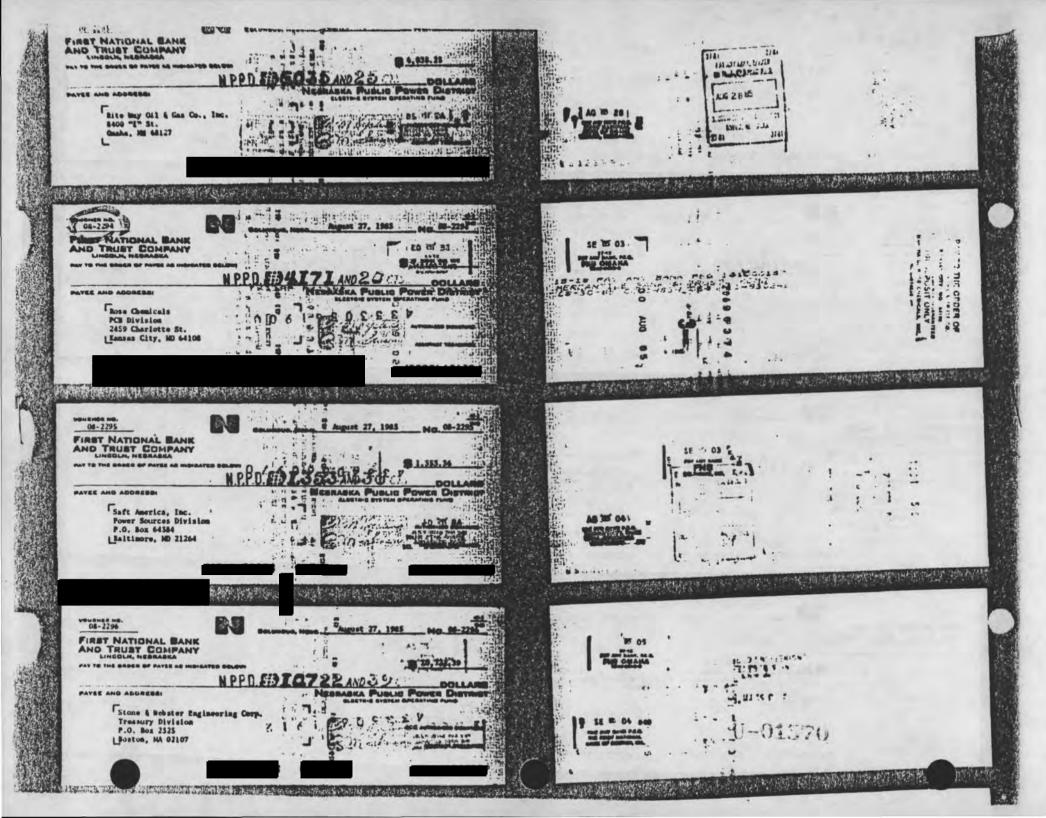
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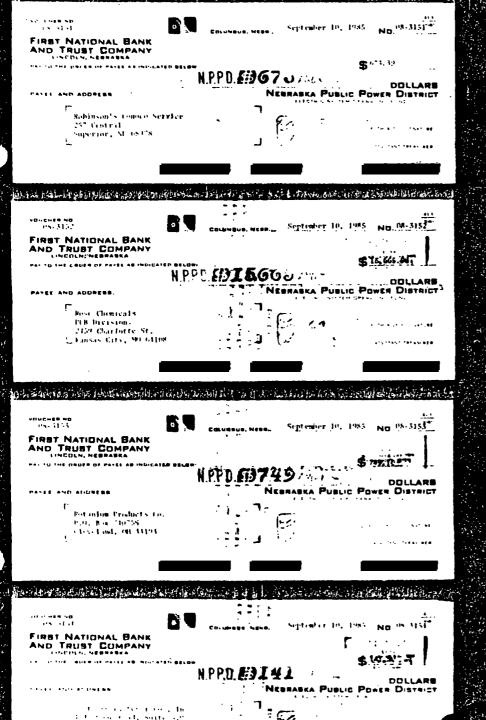


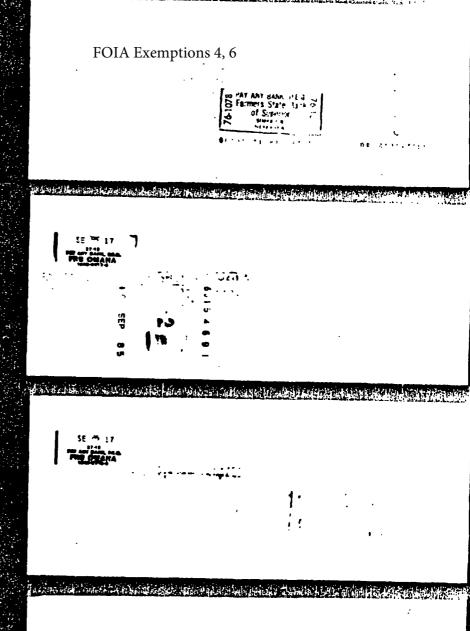


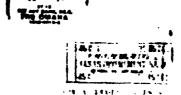






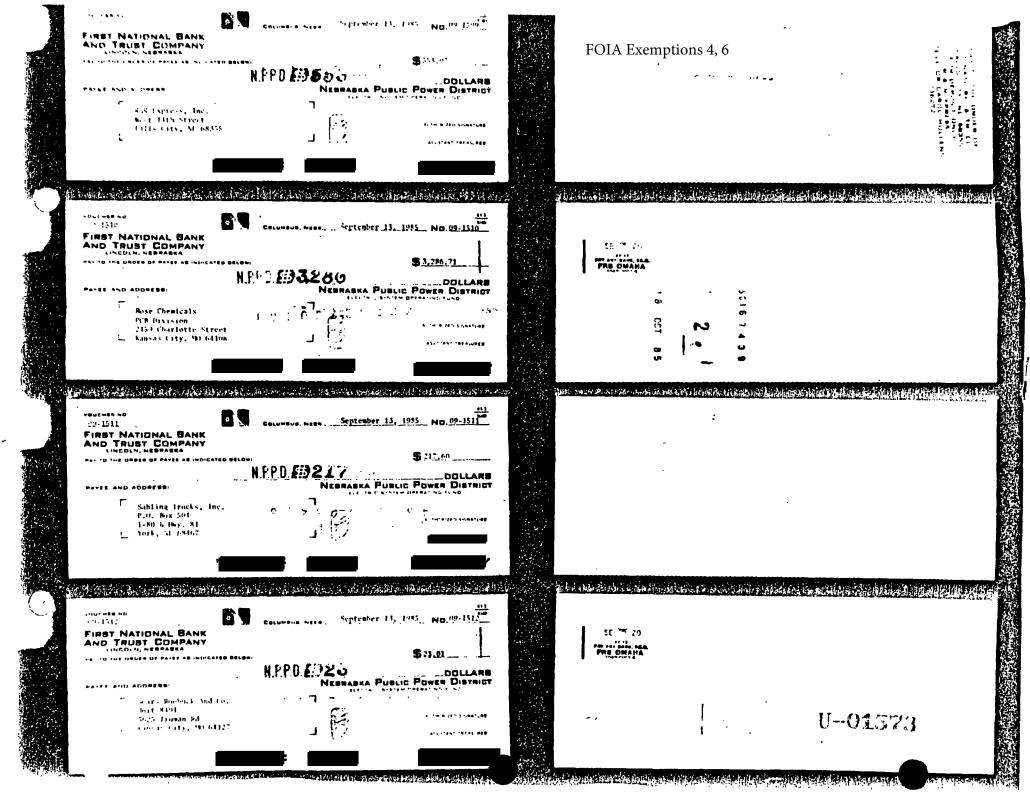


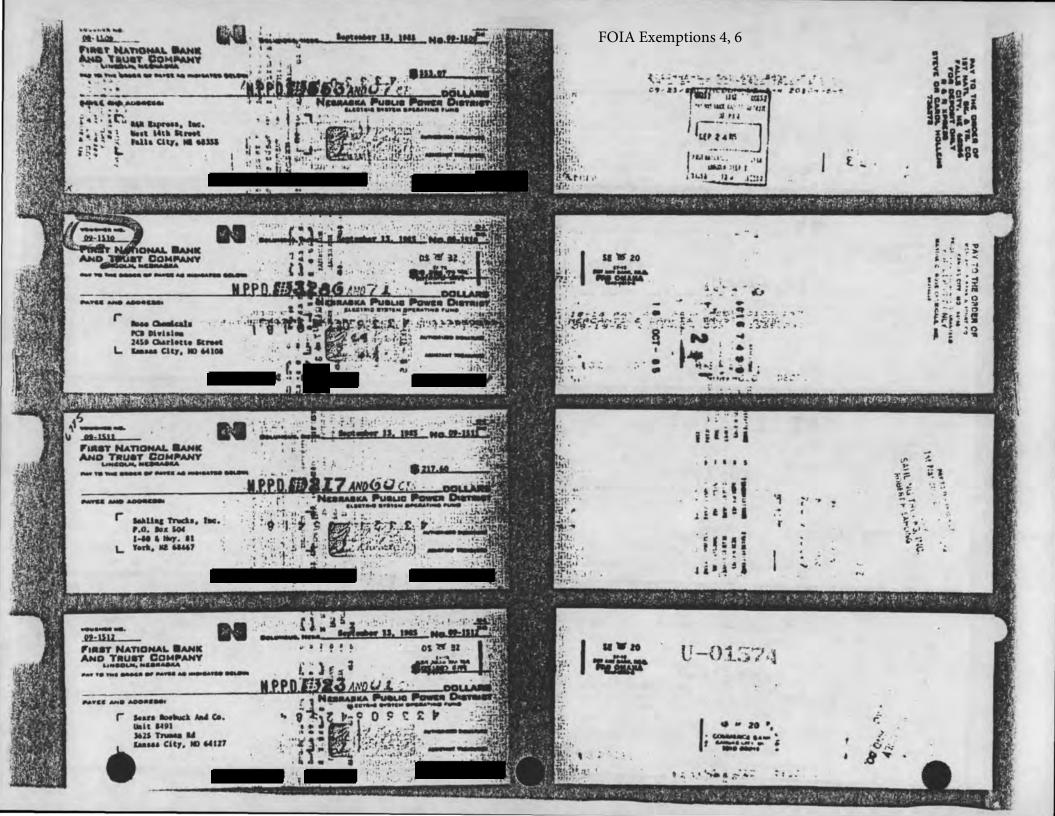




U-01571







November 20.

FIRST NATIONAL BANK AND TRUST COMPANY

> Rose Chemicals PCB Division

PAYEE AND ADDRESS:

2459 Charlotte St. Kansas City, MO 64108 256.50

N.P.P.D. E9256 AMDER ALCOH

NEBRASKA PUBLIC POWER DISTRICT

AUTHORIZED SIGNATURE

ASSISTANT TREASURER

FOIA Exemptions 4, 6

PAY THE OFFER OF MERC.

KANAS CHY, BO CARS

PARISHER C. 100 A CASS CO.

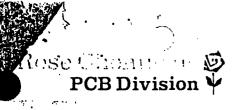
BANAS CHY, BO CARS

PARISHER C. 100 A CASS CO.

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C. 100 A CASS CO.

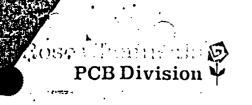
C. 100 A



CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Generator <u>Nebraska Public Power D</u>	District	
Origin <u>Nebraska</u>		
Date Received 9/14, 9/20/83	Date Processed1/28	1/84
Material Processed 11,527 gallons	PCB oil	
Manifest Number 271A, 271D		
Date <u>2/2/84</u>		•



CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our D.S. Environmental Proceeding Agancy authorization under, Section 5(2) of TSCA and 40 CTR 751.50(a).

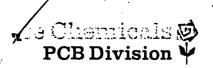
Generator <u>Nebraska Pul</u>	olic Power District		· · · · · · · · · · · · · · · · · · ·
Origin Nebraska		•	
Date Received 9/22, 9/24,	9/26/83 Date	Processed 1/	29/84, 2/10/84
Material Processed 6277,	, 5701, 5111 gallons	PCB oil	
Manifest Number 271C, 271B	, 271G	·	
Date2/15/84			

US ECOLOGY MANIFEST

CHEMICAL WASTE SHIPMENT RECORD FORM STRAIGHT BILL OF LADING

o 1.5 L

(TO BE COMPLETED BY GENERATOR)	·
MARTHA C. ROSE CHEMICALS, INC.	0 7 0 0 0 8 5 2 9
500 WEST McKISSOCK	0
Generator Address	STATE WASTE STREAM AUTHORIZATION
HOLDEN, MISSOURI 64040 City, State, Zip Code	M O D 9 8 0 6 3 3 0 6 9
Generator Phone Number 816 732 4117	STATE EPA GENERATOR .
MARTHA C ROSE CHEMICALS, INC.	M O D 9 8 0 6 3 3 0 6 9
500 WES'I' MCKISSOCK First fransporter Address	STATE HAULER .
N/A Second Fransporter Name	N/A
N/A Social Europeatur Address	N/A
U.S. ECOLOGY Disposal Facility Name	N V T 3 3 0 0 1 0 0 0 0
P.O. BOX 578	
Disposal Facility Address BEATTY, NEVADA City, State, Zip Code	STATE DISPOSAL FACILITY
City, Giette, cip Coue	
Waste Name POLYCHLORINATED BIPHENYLS	
Physical State	Number of Container Units
Container Type & Size VARIES	CHECK BETTER APPLICABLE
Container Type & Size VARIES	APPLICABLE
DOT Description & RQ-10/4.54 Proper Shipping Name POLYCHLORINATED BIPHENYLS	DOT Hazard Class 2315
Weight of Material Shipped 66,930	Weight For Ibs. DOT Use 33_4 Tons
Reportable CHECK IF	Total Gals.
UN or NA I.D. / Quantity APPLICABL	E Quantity <u>53.01</u> Cu. Yd.
Label(s) Required	
Company agrees that title to all materials listed on this form, that conform in Request For Disposal Form and all contract provisions, if any, has transferred to to the recovery of any material received by US Ecology nor any credit for polithose materials which do not conform. This is to certify that the above-named materials are properly classified, desproper condition for transportation according to the applicable regulations. Environmental Protection Agency.	DUS Ecology Company shall have no further right ential value of said waste. Title shall not pass to cribed, packaged, marked and labeled and are in
Date 5-5-84 Authorized Signature 2	madel = Parsons
TO BE COMPLETED BY WASTE TRANSPORTER I HEREBY CERTIFY that the above described special waste and quantity has and I acknowledge the destination as indicated:	
Parising of the Pales	<u> 151 - 181 8141</u>
Authorized Signature	_J. <u>_</u> J1 <u>@</u> J <u></u> I
Authorized Signature Date:	151 2121 8141
TO BE COMPLETED BY DISPOSAL, STORAGE, OR TREATMENT FACILITY	
I HEREBY CERTIFY that the above described special waste and indicated q above:	uantity has been accepted at the site specified
$A \setminus A \setminus A$	1/5/ !/0/ <u>8</u> /4/



CBG/vj

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Generator <u>Nebraska Public Power</u>	
Origin <u>Nebraska</u>	
Date Received 9/17/83	Date Processed1/29, 3/5, 5/10/84
Material Processed 6 PCB transfor	mers, 23,683 lbs. PCB capacitors,
ok 15 drums debris, 9 drums PCB oil	
Manifest Number 271 B, E, 6151	
Date5/14/84	
CEGO-UR	
Christopher B. Gosch Director of Sales and Marketing	•

5-16-84

Brums of Dirt + Debris Were Not

Contaminated Per Phone Call.



CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Gene	rato	or <u>Nebr</u>	aska Public	Power		Manifes	t #745
Type	of	Material	Processed	2015	gallons	bulk oil	
 Date	o f	Issue	December 18	, 1984	·		

Production Coordinator

Roberta L. Fry

pl



172 NO.

6-30-85

CERTIFICATE OF DISPOSAL

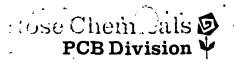
Martina C. Rose Ch	emicais, inc. certifies that as o	r <u>6-30-85</u>
all PCBs have bee	n disposed of in compliance with	40 CFR 761 regulations.
MANIFEST NUMBER:	687	
MANIFEST DATE:	7-31-84	•
GENERATOR:	Nebraska Public Power	<i>.</i>
ADDRESS:	P.O. Box 499	-
·	Columbus, NE	·
BY:	Lounce Serukhfield	•,
NAME:	Bonnie Scrutchfield	-
TITLE:	Production Coordinator	•
DATE OF ISSUE:	July 26, 1985	-



NO. 173

CERTIFICATE OF DISPOSAL

Martha C. Rose Che	emicals, Inc. certifies that as o	f 7-9-85	
all PCBs have been	n disposed of in compliance with	40 CFR 761 re	gulations.
MANIFEST NUMBER:	695-B		
MANIFEST DATE:	8-1-84		•
GENERATOR:	Nebraska Public Power		
ADDRESS:	P.O. Box 499		·
	Columbus, NE		:
BY:	Donnie Scrifffield		
NAME:	Bonnie Scrutchfield	•	
TITLE:	Production Coordinator		
DATE OF ISSUE:	July 26, 1985	•	



NO. 215

Martha C. Rose Ch	emicals, Inc. certifies that as o	£9-9-85
all PCBs have bee	n disposed of in compliance with	40 CFR 761 regulations.
	·	•
MANIFEST NUMBER:	699	
MANIFEST DATE:	8-8-84	• . •
GENERATOR: •	Nebraska Public Power	
ADDRESS:	P.O. Box 499	
•	Columbus, Ne.	_
PY:	Sonnie Sorute Afield	, · · · · · · · · · · · · · · · · · · ·
NAME:	Bonnie Scrutchfield	_
TITLE:	Production Coordinator	_
DATE OF ISSUE:	September 9, 1985	_

292 NO.

CERTIFICATE OF DISPOSAL

	·			
Martha C. Rose C	hemicals, Inc. certifies that as of	E <u>5-14</u>	- 85	
all PCBs have be	en disposed of in compliance with	40 CFR 761	regulation	ons.
MANIFEST NUMBER:	1231			
MANIFEST DATE:	5-13-85	-		
GENERATOR:	Nebraska Public Power	-		
ADDRESS:	W. Hwy. #34	· 		
	York, Ne.	_		
BY:	Downe Scrufchfield			
NAME:	Bonnie Scrutchfield	_	:	
TITLE:	Records Supervisor	_	•	
DATE OF ISSUE:	October 23, 1985	·		i

INDEX

- 1. Annual report covering the calendar year 1983.
- 2. Annual report covering the calendar year 1984.
- 3. Annual report covering the calendar year 1985.

PRIVILEGED & CONFIDENTIAL DO Not COPY

NEBRASKA PUBLIC PC DISTRICT

PCB-FILLED ARTICLES DISPOSED

	TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR
1.	Transferred from stock: 6 Transformers (3798 Kg.) Dist #72252 Dist #49084 Dist #72253 Dist #49085 Dist #72254 Dist #49086	3798	1735	6–23–83	6-23-83	Environmental International, Inc. 3126 Brinkerhoff Rd. Kansas City KS 66115
2.	12 Drums: 31 Capacitors, dirt and debris (2396 Kg.) Drum #302 = 2 Capacitors Drum #192 = 2 Capacitors Drum #428 = 3 Capacitors Drum #136 = 3 Capacitors Drum #227 = 3 Capacitors Drum #429 = 3 Capacitors Drum #132 = 3 Capacitors Drum #132 = 3 Capacitors Drum #129 = 3 Capacitors	715 161 164 147 150 150 132 173	40 19 39 41 41 41 41 34	9-02-82 12-01-82 5-10-83 5-20-83 5-20-83 5-20-83 : 7-06-83 8-09-83	9-16-83	Rose Chemicals MOD980633069 PCB Division 500 West McKissock Holden MO 64040
	Drum #110 = 3 Capacitors Drum #235 = 2 Capacitors 'Drum #198 = 2 Capacitors Drum #228 = 2 Capacitors	154 141 150 159	30 27 26 26	8-09-83 9-12-83 9-12-83 9-12-83	. u u u	
3.	Transferred from stock: 12 Boxes, 248 Capacitors (9858 Kg.)	9858	2596	9–16–83	9–16–83	11
D L	See Page 5					

PCB-FILLED ARTICLES DISPOSED

TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR
9 Drums:	·			<u> </u>	
PCE Waste Liquid (465 Gallons;	ļ		·	j	
1669 Kg.)		•	† .	1	•
Drum #316	211	184	10-06-82	9-16-83	Rose Chemicals
Drum #419	. 109	82 .	12-16-82	,"	MOD980633069
Drum #328	155	128	3-23-83	"	PCB Division
Drum #427	170	143	5~03-83] "	500 West McKissock
Drum #353	205 [`]	178	• 6~16~83	"	Holden NO 64040
Drum #431	211	. 184	6-16-83	11	"
Drum #434	200	173	7-08-83	"	"
Drum #326	204	177.	9-15-83		11
: Drum #350	204	177 .	9~15-83	11	"
	[Í	[
21 Drums:		.,	1.1.		
Dirt and debris (3741 Kg.)	ļ .	$\int f_{t}$.	Y.M.	1	,,
Drum #301	748- 155*	/· " - 721 128*	9-02-82	9-16-83	, ,
Drum #321	-275 57*	-248 30*	9-02-82	"	[",
Drum #134	68	41	9-22-82	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	!
Drum #139	31	4	10-01-82	1	ĺ
Drum #272	140	113	12-02-82	"	
Drum #147	125	98	12-05-82	"	<u>"</u> .
Drum #146	154	. 127 .	3-11-83	11	
Drum #16	104	· 77	4-13-83	. "	<u>"</u>
Drum #274	136	109	4-13-83	"	"
Drum #214	98 -	71	4-13-83	1	ł
Drum #425	· 77	50	4-13-83	" "	"
Drum #130	236	209	7-06-83	"	"
Drum #135	136	109	7-08-83	11	11 .
See Page *					
See Page 5			·		·

^{*}Amended on 12-4-86 to correct an inadvertent error made in 1983. The error resulted from inadvertently multiplying instead of dividing in converting from pounds to kilograms. Total also corrected on page 5.

NEBRASKA PUBLIC POWE. ISTRICT

PCB-FILLED ARTICLES DISPOSED

	•		•			
	TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR
6.	Drum #234 Drum #212 Drum #397 Drum #375 Drum #379 Drum #437 Drum #436 Drum #384 1 Drum: Transformer, Dist #60840, PCB Drained (164 Kg.)	102 120 148 111 109 309 300 214	75 93 121 84 82 282 273 187	7-11-83 7-14-83 7-25-83 8-19-83 8-31-83 9-08-83 9-08-83 9-08-83	9-16-83 "" "" "" "" 9-16-83	Rose Chemicals MOD980633069 PCB Division 500 West McKissock Holden MO 64040
7.	l Drum: Transformer, Dist #427, dirt and debris (114 Kg.)	114	75	9-08-83 •	9-16-83	. "
8.	l Auto Transformer: S/N 1:381535-74P (1414 Kg.)	1414	738	11-29-82	9-19-83	"
9.	1 Transformer: Dist #4517 (188 Kg.)	188		7-25-83	9-19-83	11
10.	2 Transformers: Dist # 33560 and Dist #33561 (915 Kg.)	915	455	7-25-83	9–19–83	ti .
	See Page 5				·	

PCE-FILLED ARTICLES DISPOSED

January 1 - December 31, 1983

							_
	TYPE & NUMBER	TOTAL WEIGHT Kg.	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR	
11	Transferred from stock: York Operations Center Oil Storage Tank 50-500ppm PCB (26,726 Gallons; 91,111 Kg.)	91,111	91,111	9–26–83	9–26–83	Rose Chemicals MOD980633069 PCB Division 500 West McKissock	
				·		Holden MO 64040	
•							
:D AL	279 Capacitors/ 12 Transformers/ 21 Drums of Debris/ 27,191 Gal- lons of Oil	7., 114,557* -115,368	100,910* 1 01,721	<i>y</i> ,			

*See page 3 for explanation.

NEBRASKA PUBLIC POWER DISTRICT

PCB-FILLED ARTICLES IN STORAGE FOR DISPOSAL December 31, 1983

	Type & Number	Total Weight Kg./Gal.	Weight of PCB Kg.	Stored for Disposal	Location
1.	4 Drums (55 Gallon capacity) contain 13 Capacitors, dirt, and debris.				
- 1	Drum #4 = 3 Capacitors	170	40	9-20-83	York Operations Center
	Drum #240 = 4 Capacitors	155	48	11-17-83	11
i	Drum #373 = 3 Capacitors	145	38 ·	12-06-83	. "
- 1	Drum #448 = 3 Capacitors	145	39	12-06-83	" .
2.	7 Drums (55 Gallon capacity) contain dirt and debris.				
1	Drum #196	77	. 50	9-13-83	York Operations Center
	Drum #148	. 148 ·	121	9-23-83	. "
1	Drum #193	164	137	10-13-83	· ••
- 1	Drum #15	125	98	10-13-83	·
- 1	Drum #203 ·	100	73	10-26-83	!!
- 1	Drum #389	84	57	11-23-83	11
	Drum #305	127 ·	. 100	12-22-83	"
3.	5 Submersible Transformers contain 30 gallons each Aroclor Dist #46755	2011	852	11-03-83	York Operations Center
	Dist #46756 Dist #46757 Dist #46758 Dist #51905				•
	,				
:1	13 Capacitors/ 7 Drums/ 5 Transformers	3451	1653		

PCB-FILLED CAPACITORS AND TRANSFORMERS IN SERVICE PRIVILEGED & CONFIDENTIAL

	Do Not Copy				
Location .	Number	Capacitors PCB in Kilograms	Number	ransformers	a market box
		100 III KITOGIAMS	- indiniver	PCB in Kilograms	Total PCB in Kilograms
Central Area	2405	34,928	0	0	34,928
Eastern Area	. 1492	18,696	0	o	18,696
Northern Area	3317	44,448	o	,·····o	44,448
Western Area	755	10,185	0	0	10,185
Central Region	422	5,101	1	148	5,249
Eastern Region	352	4,334	3	173 (Switchgear parts)	4,507
Northern Region	425	4,734	o	О	4,734
Western Region	207	2,480	_ 0	0	2,480
Power Plants	26	276	105	98,717	98,993
	~-				
	9401	125,182	109	99,038	224,220

.d Total

NEBRASKA PUBLIC POWER DISTRICT

PCB-FILLED POWER APPARATUS IN-SERVICE

DECEMBER 31, 1984

<u> </u>	7						Do Not Copy
LOCATION	CAPA NUMBER	CITORS PCB IN Kg	TRANS NUMBER	FORMERS PCB IN Kg	REGUI Number	ATORS PCB IN Kg	TOTAL PCB IN KILOGRAMS
Central Area	2585	37,081	0	0	0	0	37,081
Eastern Area	1485	18,605	0	0	0	0	18,605
Northern Area	3302	44,217	1	583	0	Ò	44,800
Nestern Area	747	10,110	2	3,058	0	0	13,168
Central Region	269	: 3,442	10	11,128	14	14,689	29,259
Eastern Region	243	2,894	12. 3	9,906 155	14	9,464	22,264 155
Northern Region	311	3,365	7	Swgear prts 6,185) 12	17,032	26,582
Western Region	107	1,400	1	661	1	1,396	3,457
Power Plants	27	276	104	95,030	0	0	95,306
	-						
	9076	121,390	140	126,706	41	42,581	290,677

GRAND TOTAL

NEBRASKA PUBLIC POWER DISTRICT

PCB-FILLED POWER APPARATUS IN-STOCK

DECEMBER 31, 1984

		CAPACITORS TRANSFORMERS				DECIII	ATODC		
	LOCATION	NUMBER	PCB IN Kg	NUMBER	PCB IN Kg	REGUL NUMBER	PCB IN Kg	TOTAL PCB IN KILOGRA	AMS
Γ									
	York Operations Ctr	174	2209	. 0	0	0	0	2209	
	٠.			1				•	
	Eastern Area	6	81	0	0	0	0	81	
.					_		•		
	Northern Area	16	275	0	0	0	0	275	- 1
			100		•	•	•	100	
	Western Area	. 9	109	0	n	0	0	109	
	•								1
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		205	0674			0		2674	
Т.	· · · · · · · · · · · · · · · · · · ·	205	2674	0	0	0	0	2674	

NEBRASKA PUBLIC POWER STRICT

IN SYSTEM - ARTICLES WITH PCB OIL DETECTED BY TESTING THROUGH DECEMBER 31, 1984

Equipment and District Number	Gallons	РРМ РСВ	Location
Regulators: 266 464 592 597 598 801 838 870 872 1122	62 65 46 55 55 21 21 63 63 60	1037 853 1737 777 786 2288 4700 720 864 545	Northern Region - Creighton "
1130 1131 1142 1156 1161 1163 1164 1167 1180 1197 1198 1199 1200 1215	46 46 28 49 55 63 63 46 50 100 100 100 80	1813 2559 542 1474 1404 575 1215 961 877 641 539 538 637 1612	" - Huntley " - Bloomington Northern Region - Page Central Region - Edison Distribution Eastern Region - Staplehurst Central Region - Scotia City Northern Region - Inman Eastern Region - Clatonia Central Region - Greeley " - Greeley Eastern Region - Bruning Central Region - Greeley Central Region - Greeley
Continued			

NEBRASKA PUBLIC POWER STRICT

IN SYSTEM - ARTICLES WITH PCB OIL DETECTED BY TESTING THROUGH DECEMBER 31, 1984

Equipment and District Number	Gallon s	РРМ РСВ	Location
Regulators (Cont):	:		
1404 1407 1486 1492 1494 1522 1527 1528 1532 1533 1538 1926 1927 2021 2028 2043	63 62 50 50 100 55 55 100 100 64 64 105 75 100	1082 681 1396 548 924 835 833 638 614 601 803 575 620 934 534 611 658	Central Region - Kenesaw Eastern Region - Staplehurst Western Region - Lewellen Eastern Region - Clatonia " - Clatonia Northern Region - Spencer Eastern Region - Hampton " - York (Platte Ave.) " - York (Platte Ave.) " - Utica " - Osceola " - Osceola Central Region - Naponee " - McCook NE " - McCook NE " - McCook NE
<u>Transformers</u> : 99 6120 6121 6122 6512	1055 159 159 159 700	661 530 570 625 1225	Western Region - Hemingford Eastern Region - Tobias " " - Tobias " " - Tobias " " - Chester
Continued			

NEBRASKA PUBLIC POWER TRICT

IN SYSTEM - ARTICLES WITH PCB OIL DETECTED BY TESTING THROUGH DECEMBER 31, 1984

Equipment and District Number	Gallons	РРМ РСВ	Location
Transformers (Cont)			
22588 22629 22631 22764 22765 22766 33998 47474 52060 52365 52774 52775 56720 56720 56720 57448 58042 65008 66181 68948 68950 73124	250 460 460 216 216 216 5706 MT 360 LTC 150 1256 5820 393 393 2190 MT 150 LTC 1185 1610 973 6700 375 375 820	511 563 612 586 633 805 1326 2344 635 583 1095 1231 871 795 775 579 526 927 1260 1406 630	Eastern Region - Bruning Central Region - Arcadia " - Arcadia Eastern Region - McCool Will Brothers " - McCool Will Brothers " - McCool Will Brothers Western Area - Ogallala Eastern Region - Fairmont Northern Region - Norfolk (Sherwd Med) Northern Area - Winslow Northern Region - Norfolk (Voc Tech) " - Norfolk (Voc Tech) " - Norfolk (Voc Tech) Central Region - Kearney Eaton Eastern Region - Milford Northern Region - Bloomfield Central Region - Cambridge Western Area - Beverly Central Region - Kearney Hydro " - Kearney Hydro Eastern Region - Waco
89061 89062	190 190	1574 1674	Central Region - Arcadia - Comstock " - Arcadia - Comstock
Continued			

NEBRASKA PUBLIC POWER STRICT

IN SYSTEM - ARTICLES WITH PCB OIL DETECTED BY TESTING THROUGH DECEMBER 31, 1984

Equipment and District Number	Gallons	РРМ РСВ	Location
Transformers (Cont)			•
89063	190	1716	Central Region - Arcadia - Comstock
3 Ø Current Trans:			
S/N 66B6039	7.5	1040	Eastern Region - Crete
Distribution Trans:			·
52037	285	742	Northern Region - Norfolk
59974	425	1085	Northern Region - Norfolk
			·
•	,		.·
41 Regulators 33 Transformers	36,916.5		

PCB-FILLED ARTICLES DISPOSED

	TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL. & NAME OF OPERATOR
[. a.	Transferred from stock: 5 Submersible Transformers Dist. #46755, 46756, 46757, 46758, and 51905 (2011 Kg)	2,011	852	11-03-83	3-15-84	Environmental International, Inc. 3126 Brinkerhoff Rd. Kansas City KS 66115
t.	9 Drums: Dirt and debris (1047 Kg) Drum #196 Drum #148 Drum #193 Drum #15 Drum #203 Drum #389 Drum #305 Drum #242	77 148 164 125 100 84 127 77	50 121 137 98 73 57 100 50	9-13-83 9-23-83 10-13-83 10-13-83 10-26-83 11-23-83 12-22-83 1-24-84 2-14-84	3-15-84 """"""""""""""""""""""""""""""""""""	11 11 11 11 11 11
· C	6 Drums: 19 Capacitors, dirt, and debris (899Kg) Drum #4 = 3 Capacitors Drum #240 = 4 Capacitors Drum #373 = 3 Capacitors Drum #448 = 3 Capacitors Drum #426 = 3 Capacitors Drum #421 = 3 Capacitors	170 155 145 145 148 136	40 48 38 39 39 40	9-20-83 11-17-83 12-06-83 12-06-83 1-13-84 2-01-84	3-15-84 " " "	11 11 11 11 11
166 241	See page 4f					

HEBRASKA PUBLIC POW MISTRICT

PCB-FILLED ARTICLES DISPOSED

	TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL. & NAME OF OPERATOR
d.	Transferred from stock: 8 Boxes, 172 Capacitors (6416 Kg)	6,416	1,868	3-,15-84	3-15-84	Environmental International, Inc. 3126 Brinkerhoff Rd.
ε.	1 Transformer: Dist. #52112, PCB Drained (489 Kg)	489	 ·	1-10-84	3-15-84	Kansas City KS 66115
f.	l Regulator: Dist #1521, PCB Drained (682 Kg)	682	~~~	2-16-84	3-15-84	ii
· g.	1 Distribution Transformer Dist. #49492 (850 Kg)	850	167	1-19-84	3-15-84	11
r.	l Live Front Transformer Dist. #47700 (1400 Kg)	1,400	321	1-25-84	3-15-84	11 -
,	<pre>1 Drum: Potential Transformer S/N B154965, dirt and debris (136 Kg)</pre>	136	· 24	2-24-84	3-15-84	II
j	l Drum: Switchgear Transformer S/N 7896069 (191 Kg)	191	. 34	21484	3-15-84	n
	See page 4f					

NEBRASKA PUBLIC POV DISTRICT

PCB-FILLED ARTICLES DISPOSED

	TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR	
k.	3 Drums: PCB Waste Liquid (155 gallons, 594 Kg) Drum #349 Drum #601 Drum #602	205 191 198	188 170 171	1-10-84 2-16-84 2-16-84	' 3-15-84 "	Environmental International, Inc. 3126 Brinkerhoff Rd. Kansas City KS 66115	
. à.	Transferred from stock: 4 Boxes, 80 Capacitors(3470 Kg)	3,470	1,069	3-20-84	3-20-84	Environmental International, Inc. 3126 Brinkerhoff Rd.	
b.	l Regulator: Dist. #1920, PCB Drained (499 Kg)	499		3-16-84	3-20-84	Kansas City KS 66115	
c.	l Drum: PCB Waste Liquid (27.5 gallons, 114 Kg)	114	· 94	3-16-84	3-20-84	41	
d.	2 Drums: Dirt and debris (338 Kg) Drum #5 Drum #12	277 61	250 34	3-16-84 3-16-84	3-20-84	11 11	
11.	Transferred from stock: York Operations Center Oil Storage Tank 50-500ppm PCB (5083 gallons, 17,327 Kg nameplate data)	17,327	17,327	7-30-84	7-30-84	Rose Chemicals PCB Division MOD 980633069 '500 W. McKissock Holden MO 64040	
MID LAL	See page 4f						

NEBRASKA PUBLIC PO' DISTRICT

PCB-FILLED ARTICLES DISPOSED

	TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF 'PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR
IV.	Transferred from stock: York Operations Center Oil Storage Tank 50-500ppm PCB (6765.5 gallons, 23,063 Kg nameplate data)	23,063	23,063	8-01-84	, 8 -01- 84	Rose Chemicals PCB Division MOD 980633069 500 W. McKissock Holden MO 64040
a. b.	Transferred from stock: 7 Boxes, 145 Capacitors (5261 Kg) 18 Drums:	5,261	1,780	8-07-84	8-07-84	Rose Chemicals PCB Division MOD 980633069 500 W. McKissock Holden MO 64040
	Dirt and debris (2879 Kg) Drum #435 Drum #439	73 152	46 125	4-05-84 5-01-84	8-07-84	u 11
٠.	Drum #230 Drum #284 Drum #231	111 90 82	84 63 55	5-08-84 5-08-84 6-01-84	11	11 11
	Drum #222 Drum #221 Drum #224 .	139 150 111	112 123 84	6-21-84 7-03-84 7-03-84	# # # # # # # # # # # # # # # # # # #	u u
	Drum #252 Drum #253 Drum #258	145 118 164	118 91 137	7-03-84 7-03-84 7-03-84	11 11 11	11 11 11
	Drum #452 Drum #459 Drum #450	191 157 159	164 130 132	7-03-84 7-03-84 7-16-84	11	11 11
	Drum #450 Drum #444 Drum #197	75 332	48 305	7-10-84 7-20-84 7-24-84	H H	1 II
130 .AL	See page 4f					

PCB-FILLED ARTICLES DISPOSED

	TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR
с.	Drum #275 Drum #446 10 Drums:	357 273	330 246	7-24-84 7-24-84	8-0 7- 84	Rose Chemicals PCB Division MOD 980633069 500 W. McKissock Holden MO 64040
	24 Capacitors, dirt, and debris (1540 Kg) Drum #201 = 3 Capacitors Drum #632 = 3 Capacitors Drum #256 = 2 Capacitors Drum #225 = 2 Capacitors Drum #283 = 3 Capacitors Drum #466 = 1 Lg. Capacitor 120 Sm. Capacitors Drum #271 = 2 Capacitors Drum #292 = 2 Capacitors Drum #390 = 3 Capacitors	166 157 139 159 173 145 127 143 170 161	25 38 26 30 39 14 39 27 30 33	4-26-84 5-14-84 6-18-84 7-03-84 7-03-84 7-10-84 7-24-84 7-27-84 7-27-84	8-07-84 "" "" "" "" "" "" "" "" "" "" ""	11 11 11 11 11 11 11 11
ċ.	Drum #488 = 3 Capacitors Regulator: Dist #1921, (609 Kg)	609	157	5-03-84	8-07-84	u
€.	3 Transformers: Dist. #'s 52429, 52430, and 52431 (1731 Kg)	1,731	634	5-15-84	8-07-84	11
Ŧ.	2 Transformers: Dist. #27013 & 27014 (1678 Kg)	1,678	·	7-26-84	8-07-84	H .
1.	See page 4f					i

HEBRASKA PUBLIC POWE STRICT

PCB-FILLED ARTICLES DISPOSED

-	TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR
'I. II.	Transferred from stock: York Operations Center Oil Storage Tank 50-500ppm PCB (3861.5 gallons, 13,164 Kg nameplate data) Transferred from stock:	13,164	13,164	8-16-84	8-16-84 ·	Rose Chemicals PCB Division MOD 980633069 500 W. McKissock Holden MO 64040
11.	York Operations Center 011 Storage Tank 50-500ppm PCB (2338 gallons, 7970 kg	7,970	7,970	8-28-84	8-28-84	11
ā.	nameplate data) Transferred from stock: 6 Boxes, 172 Capacitors (4991 Kg)	4,991	1,198	12-12-84	12-12-84	PCB Disposal Systems Rt. 1, Box 159 ··Kingville MO 64061
b.	4 Drums: PCB Waste Liquid (205 gallons, 714 Kg) Drum #661 Drum #662 Drum #663 Drum #664	202 171 171 170	175 144 144 143	8-28-84 9-07-84 9-07-84 9-07-84	12-12-84 " "	tt 11 11 11
c.	14 Drums: Dirt and debris (2359 Kg) Drum #273 Drum #376 Drum #17 Drum #204	273 223 273 286	246 196 246 259	8-24-84 8-24-84 9-06-84 9-06-84	12-12-84	11 11 14 14
: · i	See page 4f					

HEBRASKA PUBLIC POW SISTRICT

PCB-FILLED ARTICLES DISPOSED

TYPE & NUMBER	TOTAL WEIGHT	WEIGHT OF PCB Kg.	STORAGE DATE	SHIPMENT DATE OF DISPOSAL	LOCATION OF DISPOSAL & NAME OF OPERATOR
Drum #295 Drum #464 Drum #218 Drum #461 Drum #374 Drum #378 Drum #11 Drum #298 Drum #403 Drum #445	114 98 98 111 266 139 189 107 109	87 71 71 84 239 112 162 80 82 46	9-06-84 9-12-84 9-21-84 9-25-84 10-17-84 11-06-84 11-13-84 11-13-84	12-12-84	PCB Disposal Systems Rt. 1, Box 159 Kingville MO 64061 " " " " " " "
6 Drums: 12 Capacitors, dirt, and debris (828 Kg) Drum #473 = 2 Capacitors Drum #207 = 2 Capacitors Drum #463 = 2 Capacitors Drum #200 = 2 Capacitors Drum #202 = 3 Capacitors Drum #481 = 1 Capacitor	145 143 168 150 145 77	28 28 27 27 27 20 7	8-10-84 8-23-84 8-23-84 8-24-84 9-21-84	12-12-84 "" ""	11 14 11 11 11
1 Precipatator: S/N L495027P74A (166 gallons, 1818 Kg)	1,818	· 566	12-03-84	12-12-84	11
744 Capacitors/43 Drums of Debris/ 15 Transformers/3 Regulators/ 1 Precipatator/18,601.5 Gal.of.0il		77,606			

NEBRASKA PUBLIC POWER DISTRICT

PCB-FILLED ARTICLES IN STORAGE FOR DISPOSAL

December 31, 1984

Type & Number	Total Weight Kg./Gal.	Weight of PCB Kg.	Stored for Disposal	Location	
1. l Drum: Dirt and debris (64 Kg) Drum #243	64	37	12-21-84	York Operations Center	
		·		i .	
	,		·		
	-		·		
	·				٠.
					
1 Drum	64	37			

NEBRASKA PUBLIC FUNER DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

Do Not Copy

TYPE OF CONTAINER	TOTAL WEIGHT	K-147 OR	· · · · · · · · · · · · · · · · · · ·	DATE PLACED INTO	PLACED INTO	LOCATION RECEIVED	NAME OF FIRM
(LIQUID, DEBRIS, CAPACITORS, ETC.)	CONTENTS	K-148	REMOVED FROM SERVICE	STORAGE FOR	TRANSPORT FOR	FROM	TRANSFERRED TO FOR DISPOSAL
CAPACITORS, ETC.)	(Kg)	NUMBER	32.11102	DISPOSAL	DISPOSAL		
Drum #243 Dirt and Debris	64	049	11-28-84	12-21-84	5-10-85	Scottsbluff	Rose Chemical
Drum #923 Dirt and Debris Dirt and Debris	60	415 and 2047	1-22-85 3-19-85	1-25-85 3-19-85	5-10-85 5-10-85	Scottsbluff Gerald Gentleman	Rose Chemical Rose Chemical
Orum #788 Waste Liquid	255	2062	1-25-85	1-25-85	5-10-85	· York Operations Ctr.	Rose Chemical
Drum #277 Dirt and Debris	56	2062	1-28-85	1-28-85	5-10-85	York Operations Ctr	Rose Chemical
Drum #8 Dirt and Debris	59	2063	2-5-85	2-5-85	5-10-85	York Operations Ctr.	Rose Chemical
Drum #113 Dirt and Debris	84	2063	2-5-85	2-5-85	5-10-85	York Operations Ctr.	Rose Chemical
Orum #449 Dirt and Debris	84	2063	2-5-85	2-5-85	5-10-85	York Operations Ctr.	Rose Chemical
Orum #122 Dirt and Debris	93	2063	2-5-85	2-5-85	5-10-85	York Operations Ctr	Rose Chemical
Orum #209 Capacitor Nos. GE L152247	106 14	- 516	2-28-85	2-28-85	5-10-85	Norfolk	Rose Chemical
GE L150217	14	516	2-28-85	2-28-85	5-10-85	Norfolk	Rose Chemical

- TOTAL

Cont.

V-00998

NEBRASKA PUBLIC FUWER DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

TYPE OF CONTAINER	TOTAL	K-147		DATE			
AND ID OF CONTENTS (LIQUID, DEBRIS, CAPACITORS, ETC.)	WEIGHT CONTENTS (Kg)	OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
Drum #454	106	٠					
Capacitor Nos. GE L150222 GE L152270	14 14	516 516	2-28-85 2-28-85	2-28-85 2-28-85	5-10-85 5-10-85	Norfolk Norfolk	Rose Chemical Rose Chemical
Orum #719 Waste Liquid	202	2070	3-1-85	3-1-85	5-10-85	York Operations Ctr.	Rose Chemical
Drum #907 Waste Liquid	227	2070	3-1-85	3-1-85	5-10-85	York Operations Ctr.	Rose Chemical
Drum #909 Waste Liquid	202	2070	3-1-85	3-1-85	5-10-85	: York Operations Ctr.	Rose Chemical
⊃rum #910 Waste Liquid	202	2070	3-1-85	3-1-85	5-10-85	York Operations Ctr.	Rose Chemical
Orum #911 Waste Liquid	202	2070	3-1-85	3-1-85	5-10-85	York Operations Ctr.	Rose Chemical
Orum #912 Waste Liquid	214	2070	3-1-85	3-1-85	5-10-85	York Operations Ctr.	Rose Chemical
Orum #916 Waste Liquid	207	2070	3-1-85	3-1-85	5-10-85	York Operations Ctr.	Rose Chemical
Orum #919 Waste Liquid	202	2070	3-1-85	3-1-85	5-10-85	York Operations Ctr.	Rose Chemical
Drum #443 Dirt and Debris	132	2069	3-1-85	3-1-85	5-10-85	York Operations Ctr.	Rose Chemical
_ TOTAL	Cont			•			-00998

NEBRASKA PUBLIC . JWER DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

TOTAL	K-147		DATE			
WEIGHT CONTENTS (Kg)	OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
177	135	3-7-85	3-7-85	5-10-85	Ogallala	Rose Chemical
91	135	3-7-85	3-7-85	5-10-85	Ogallala	Rose Chemical
111	124	3-19-85	3-19-85	5-10-85	Ogallala	Rose Chemical
159	2162	3-22-85	3-22-85	5-10-85	York Operations Ctr.	Rose Chemical
112			·			·
12	2074	4-1-85	4-1-85	5-10-85	York Operations Ctr.	Rose Chemical
95	2167	4-3-85	4-24-85	5-10-85	York Operations Ctr.	Rose Chemical
105	, 2167	4-3-85	4-24-85	5-10-85	York Operations Ctr.	Rose Chemical
34	069	4-4-85	4-9-85	5-10-85	Norfolk	Rose Chemical
139	2074	4-9-85	4-9-85	5-10-85	York Operations Ctr.	Rose Chemical
95	2074	4-9-85	4-9-85	5-1 <u>0</u> -85	York Operations Ctr	Rose Chemical
	WEIGHT CONTENTS (Kg) 177 91 111 159 112 12 95 105 34 139	WEIGHT CONTENTS (Kg) 177 135 91 135 111 124 159 2162 112 12 2074 95 2167 105 2167 34 069 139 2074	WEIGHT CONTENTS (Kg) OR K-148 NUMBER REMOVED FROM SERVICE 177 135 3-7-85 91 135 3-7-85 111 124 3-19-85 159 2162 3-22-85 112 2074 4-1-85 95 2167 4-3-85 105 2167 4-3-85 34 069 4-4-85 139 2074 4-9-85	WEIGHT CONTENTS (Kg) OR K-148 NUMBER REMOVED FROM SERVICE PLACED INTO STORAGE FOR DISPOSAL 177 135 3-7-85 3-7-85 91 135 3-7-85 3-7-85 111 124 3-19-85 3-19-85 159 2162 3-22-85 3-22-85 112 2074 4-1-85 4-1-85 95 2167 4-3-85 4-24-85 105 2167 4-3-85 4-24-85 34 069 4-4-85 4-9-85 139 2074 4-9-85 4-9-85	WEIGHT CONTENTS (Kg) OR K-148 NUMBER REMOVED FROM SERVICE PLACED INTO STORAGE FOR DISPOSAL PLACED INTO TRANSPORT FOR DISPOSAL 177 135 3-7-85 3-7-85 5-10-85 91 135 3-7-85 3-7-85 5-10-85 111 124 3-19-85 3-19-85 5-10-85 159 2162 3-22-85 3-22-85 5-10-85 112 2074 4-1-85 4-1-85 5-10-85 95 2167 4-3-85 4-24-85 5-10-85 105 2167 4-3-85 4-24-85 5-10-85 34 069 4-4-85 4-9-85 5-10-85 139 2074 4-9-85 4-9-85 5-10-85	NEIGHT CONTENTS (kg) NUMBER REMOVED FROM SERVICE PLACED INTO STORAGE FOR DISPOSAL DISPOSAL DISPOSAL

TOTAL

Cont.

NEBRASKA PUBLIC . JAER DISTRICT YORK OPERATIONS CENTER

		,	······································	•	· .		
TYPE OF CONTAINER	TOTAL	K-147		DATE			NAME OF FIRM
AND ID OF CONTENTS	WEIGHT	OR	REMOVED FROM	PLACED INTO	PLACED INTO	LOCATION RECEIVED	NAME OF FIRM TRANSFERRED TO
(LIQUID; DEBRIS,	CONTENTS	K-148	SERVICE	STORAGE FOR	TRANSPORT FOR	FROM	FOR DISPOSAL
CAPACITORS, ETC.)	(Kg)	NUMBER	JERVICE	DISPOSAL	DISPOSAL		TON BISTOSTIC
Drum #250	119		_				
Capacitor Nos.	119						·
CD 125415	17	2053	4-17-85	4-17-85	5-10-85	Norfolk	Rose Chemical
CD 154612	17	2053	4-17-85	4-17-85	5-10-85	Norfolk	Rose Chemical
CD 1154836	17	2053	4-17-85	4-17-85	5-10-85	Norfolk	Rose Chemical
			·				
Drum #853	119			. ,		·	·
Capacitor Nos.	,,	2052	4 77 05	4 17 05	E 10 0E	Naufalk	Dogo Chemical
CD 1154841	17	2053	4-17-85	4-17-85 4-17-85	5-10-85 5-10-85	Norfolk Norfolk	Rose Chemical Rose Chemical
CD 12545 CD 125460	17 17	2053 2053	4-17-85 4-17-85	4-17-85 4-17-85	5-10-85	Norfolk	Rose Chemical
123400	! '/	. 2000	4-17-65	4-17-05 .]	:	Nose Chemical
Drum #453		•					
Capacitor No.	i .			•		j	
CD 125437	17	2053	4-17-85	4-17-85	5-10-85	Norfolk	Rose Chemical
Tank #1				·		·	
Liquid Added	41	2011	7-5-84	10-11-84	5-17-85	Creighton	PCB Inc. of Missouri
Liquid Added	375	196	7-25-84	10-17-84	5-17-85	Kearney	PCB Inc. of Missouri
Liquid Added	2557	107	8-14-84	8-31-84	5-17-85	Lincoln	PCB Inc. of Missouri
Liquid Added	1261	062	8-25-84	9-12-84	5-17-85	Norfolk	PCB Inc. of Missour:
Liquid Added	1875	063	9-5-84	9-12-84	5-17-85	Norfolk	PCB Inc. of Missouri
Liquid Added	938	064	9-6-84	9-12-84	5-17-85	Creighton	PCB Inc. of Missouri
Liquid Added	869	066	9-11-84	9-13-84	5-17-85	Hartington	PCB Inc. of Missouri
Liquid Added	2114	04A	9-13-84	9-13-84	5-17-85	York Operations Ctr	PCB Inc. of Missouri
Liquid Added	181	175	10-10-84	11-14-84	5-17-85	Norfolk	PCB Inc. of Missouri
Liquid Added	136	067	10-11-84	11-14-84	5-17-85	Norfolk	PCB Inc. of Missouri
Liquid Added	460	406	10-23-84	10-31-84	5-17-85	Geneva	PCB Inc. of Missouri
Liquid Added	184	174	11-6-84	11-14-84	5-17-85	Norfolk	PCB Inc. of Missouri
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		1	•	•	•	. •	

NEBRASKA PUBLIC . .ER DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

TYPE OF CONTAINER	TOTAL	K-147		DATE			
AND ID OF CONTENTS	WEIGHT	OR	· · · · · · · · · · · · · · · · · · ·	PLACED INTO	PLACED INTO	LOCATION RECEIVED	NAME OF FIRM
(LIQUID, DEBRIS,	CONTENTS	K-148	REMOVED FROM	STORAGE FOR	TRANSPORT FOR	FROM	TRANSFERRED TO
CAPACITORS, ETC.)	(Kg)	NUMBER	SERVICE	DISPOSAL	DISPOSAL		FOR DISPOSAL
Tank #1 (Continued)							
Liquid Added ´	2369	2003	1-24-85	3-22-85	5-20-85	York Operations Ctr.	PCB Inc. of Missouri
Liquid Added	188	198	3-1-85	3-22-85	5-20-85	Kearney	PCB Inc. of Missouri
Liquid Added	85	068	3-4-85	4-11-85	5-20-85	Norfolk	PCB Inc. of Missouri
Liquid Added	1994	091	3-6-85	3-8-85	5-20-85	Ogallala	PCB Inc. of Missouri
Liquid Added	182	179	3-12-85	4-11-85	5-20-85	Norfolk	PCB Inc. of Missouri
Liquid Added	1398	125	3-19-85	3-20-85	5-20-85	Ogallala	PCB Inc. of Missouri
Liquid Added	798	408	3-21-85	3-22-85	5-20-85	Geneva	PCB Inc. of Missouri
Liquid Added	990	2004	3-22-85	4-2-85	5-20-85	York Operations Ctr.	PCB Inc. of Missouri
Liquid Added	477	070	3-28-85	4-11-85	5-20-85	Norfolk	PCB Inc. of Missouri
Liquid Added	239	131	4-3-85	4-24-85	5-20-85	Ogallala	PCB Inc. of Missouri
Liquid Added	648	410	4-11-85	4-12-85	5-20-85	York Operations Ctr.	PCB Inc. of Missouri
Liquid Added	184	407	4-17-85	4-19-85	5-20-85	Plattsmouth	PCB Inc. of Missouri
Liquid Added	1735	2005	4-22-85	4-22-85	5~20-85	York Operations Ctr.	PCB Inc. of Missouri
Liquid Added	1486	2006	4-22-85	4-22-85	5-20-85	York Operations Ctr.	PCB Inc. of Missouri
Liquid Added	375	071	0 17 04	אר מיו	E 21 0E	Nou-Co 11.	DCD Too of Missey is
Liquid Added	9839	2000	9-17-84 10-11-84	12-14-84	5-21-85	Norfolk	PCB Inc. of Missouri
Liquid Added	777	2000		12-6-84	5-21-85		PCB Inc. of Missouri
Liquid Added	1125	197	10-17-84	11-21-84	5-21-85	Chadron	PCB Inc. of Missouri
Liquid Added	2802	2001	11-7-84 12-6-84	11-21-84	5-21-85	McCook	PCB Inc. of Missouri
Liquid Added	563	2001	12-0-84	12-14-85	5-21-85		PCB Inc. of Missouri
Liquid Added	767	089	3-6-85	1-7-85 3-8-85	5-21-85 5-21-85		PCB Inc. of Missouri
Liquid Added	539	2062	4-15-85	5-15-85	5-21-85	Ogallala Norfolk	PCB Inc. of Missouri
Liquid Added	1381	2048	4-13-85	5-15-85	5-21-85	Norfolk	PCB Inc. of Missouri PCB Inc. of Missouri
Liquid Added	188	109	4-26-84	2-5-85	5-21-85	Lincoln	
Liquid Added	5063	412	4-29-85	4-30-85	5-21-85 5-21-85		PCB Inc. of Missouri
Liquid Added	665	2050	4-29-65	5-15-85	5-21-85	O'Neill	PCB Inc. of Missouri PCB Inc. of Missouri
Liquid Added	7183	2007	5-1-85	5-10-85 5-10-85	5-21-85		PCB Inc. of Missouri
Liquid Added	665	411	5-2-85	5-10-65 5-2-85	5-21-85	Geneva	PCB Inc. of Missouri
	003	. 711	J-2-00	5- 2- 05	J-21-00		red inc. of missouri
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NEBRASKA PUBLIC JER DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

	,				· · · · · · · · · · · · · · · · · · ·	<u> </u>	
TYPE OF CONTAINER	TOTAL	K-147		DATE			
AND ID OF CONTENTS	WEIGHT	OR		PLACED INTO	PLACED INTO	LOCATION RECEIVED	NAME OF FIRM
(LIQUID, DEBRIS,	CONTENTS	K-148	REMOVED FROM	STORAGE FOR	TRANSPORT FOR	FROM	TRANSFERRED TO
CAPACITORS, ETC.)	(Kg)	NUMBER	SERVICE	DISPOSAL	DISPOSAL		FOR DISPOSAL
							•
Tank #1 (Continued)				İ	ļ		
Liquid Added	1040	199	5/7/85	5/13/85	5/21/85	Kearney	PCB Inc. of Missouri
Liquid Added	3136	409	5/9/85	5/10/85	5/21/85	York	PCB Inc. of Missouri
Liquid Added	563	2071	5/9/85	5/10/85	5/21/85	Beatrice	PCB Inc. of Missouri
Liquid Added	13,619	2008	5/14/85	5/21/85	5/21/85		PCB Inc. of Missouri
Liquid Added	6682	2060	5/16/85	5/17/85	5/21/85	Norfolk	PCB Inc. of Missouri
•			-, ,	, ,,, ,,	0,2.,00		1 00 1110. 01 111330411
Liquid Added	324	2058	5/29/85	6/3/85	6/27/85	Dakota City	Rose Chemical
Liquid Added	20,455	126	6/3/85	6/4/85	6/27/85	Ogallala	Rose Chemical
Liquid Added	709	2051	6/6/85	6/11/85	6/27/85	Inman, Page, Brunswick	
			, ,			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Liquid Added	20,455	132	6/11/85	6/11/85	7/16/85	Ogallala	Rose Chemical
Liquid Added	713	2061	5/15/85 ·	5/24/85	8/2/85	Bloomfield	Rose Chemical
Liquid Added	750	039	5/20/85	5/24/85	8/2/85	Lewellen	Rose Chemical
Liquid Added	1688	108	5/23/85	5/24/85	8/2/85	York	Rose Chemical
Liquid Added	2659	2126	5/23/85	5/24/85	8/2/85	Chester	Rose Chemical
Liquid Added	2114	2059	5/24/85	6/3/85	8/2/85	Dakota City	Rose Chemical
Liquid Added	170	2129	5/29/85	5 <u>/</u> 30/85	8/2/85		Rose Chemical
Liquid Added	170	417	5/30/85	6/11/85	8/2/85		Rose Chemical
Liquid Added	340	2130	5/30/85	5/30/85	8/2/85	Utica	Rose Chemical
Liquid Added	5114	127	6/4/85	6/5/85	8/2/85	Ogallala	Rose Chemical
Liquid Added	525	2056	6/7/85	6/11/85	8/2/85	Meadow Grove	Rose Chemical
Liquid Added	32	207	6/5/85	6/13/85	8/2/85	Crawford	Rose Chemical
Liquid Added	750	2057	6/10/85	6/13/85	8/2/85	Creighton, Winnetoon	
Liquid Added	263	2053	6/14/85	6/28/85	8/2/85	Beemer	Rose Chemical
Liquid Added	61	208	7/9/85	7/15/85	8/2/85	White Clay	Rose Chemical
Liquid Added	188	. 151	7/2/85	7/24/85	8/2/85	Kearney	Rose Chemical
Liquid Added	160	110	2/4/05	6/10/05	0/10/05	limaala	Daga Chaminal
Liquid Added	460 11,246	110 2055	2/4/85 7/2/85	6/10/85 7/9/85	8/19/85 8/19/85	Lincoln Norfolk	Rose Chemical Rose Chemical
TIQUIA AODEA	L1+240	cubb	1, 4,00		0/.13/00	LHULLYIK	Was Chemical

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NEBRASKA PUBLIC F. R DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

		,	·		<u> </u>		
TYPE OF CONTAINER	TOTAL	K-147		DATE			
<pre>IND ID OF CONTENTS (LIQUID, DEBRIS,</pre>	WEIGHT CONTENTS	OR K-148	REMOVED FROM	PLACED INTO STORAGE FOR	PLACED INTO TRANSPORT FOR	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO
CAPACITORS, ETC.)	(Kg)	NUMBER	SERVICE	DISPOSAL	DISPOSAL		FOR DISPOSAL
Tank #1 (Continued)							
Liquid Added Liquid Added	38 4057	153 2180	7/17/85 7/18/85	7/24/85 7/18/85	8/19/85 8/19/85	Loup City York Operations Ctr.	Rose Chemical Rose Chemical
Liquid Added	221	171	7/13/85	8/6/85	8/19/85	Beemer	Rose Chemical
Liquid Added	747	2010	6/21/85	7/5/85	8/20/85	York Operations Ctr.	Rose Chemical
Liquid Added	51	112	6/21/85	7/24/85	8/20/85	Fairbury	Rose Chemical
Liquid Added Liquid Added	4578 14,250	2178 2179	7/5/85 7/16/85	7/16/85 7/18/85	8/20/85 8/20/85	York Operations Ctr. York Operations Ctr.	
Liquid Added	494	2075	7/10/85	7/24/85	8/20/85	Ogallala	Rose Chemical
D. : 700							
Drum =729 Dirt and Debris	52	2171	4/15/85	5/13/85	8/20/85	Valentine, Ainsworth	PCB Disposal Systems
Drum =279			- 1- 10-	- 13 0 10 -	0.400.405		
Dirt and Debris	236	2170	5/7/85	5/10/85	8/20/85	Kearney	PCB Disposal Systems
Drum ≓855 Capacitor Nos.	121						STATE WAS ARREST
GE G348164	22	2054	5/14/85	5/21/85	8/20/85	Ainsworth	PCB Disposal Systems
OB 65-69095	12	2054	5/14/85	5/21/85	8/20/85	Ainsworth	PCB Disposal Systems
Drum #233 Dirt and Debris	109	2173	5/16/85	5/16/85	8/20/85	Vork Operations Ctr	PCB Disposal Systems
DIFT and Debits	109	21/3	3/10/05	3/10/63	0/20/03	TOTA OPERACIONS CCI.	TOD DISPOSAT Systems
Drum #630 Waste Liquid	218	2125	5/17/85	5/17/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum =669		22.25		T /3 T /0 T	0.400.405	W- 1- 0	DCD Diamed Contain
Waste Liquid	223	2125	5/17/85	5/17/85	8/20/85	fork Operations Ctr.	PCB Disposal Systems
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NEBRASKA PUBLIC P. . DISTRICT YORK OPERATIONS CENTER

TYPE OF CONTAINER	TOTAL	K-147	J	DATE			
(Liquid, DEBRIS, CAPACITORS, ETC.)	WEIGHT CONTENTS (Kg)	OR K-148 Number	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
Drum #693 Waste Liquid	100	2125	5/17/85	5/17/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #700 Waste Liquid	207	2125	5/17/85	5/17/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #718 Waste Liquid	141	2125	5/17/85	5/17/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #799 Waste Liquid	211	2125	5/17/85	5/17/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #841 Waste Liquid	245	2125	5/17/85	5/17/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #843 Waste Liquid	227	2125	5/17/85	5/17/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #875 Waste Liquid	193	2125	5/17/85	5/17/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #865 Dirt and Debris	130	2173	5/21/85	5/21/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #847 Dirt and Debris	173	2173	5/21/85	5/22/85	8/20/85	Lewellen	PCB Disposal Systems
Drum #846 Dirt and Debris	68	2173	5/23/85	5/24/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
TOTAL	Cont.		<u> </u>			<u> </u>	

NEBRASKA PUBLIC F. R DISTRICT YORK OPERATIONS CENTER

TYPE OF CONTAINER	TOTAL	K-147		DATE			
AND ID OF CONTENTS (LIQUID, DEBRIS, CAPACITORS, ETC.)	WEIGHT CONTENTS (Kg)	OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
Drum #483 Dirt and Debris	59	2170	5/29/85	5/30/85-	8/20/85	Dakota City	PCB Disposal Systems
Drum #285 Dirt and Debris	98	2170	5/30/85	6/6/85	8/20/85	Scottsbluff	PCB Disposal Systems
Drum #442 Dirt and Debris	75	2170	6/10/85	6/13/85	8/20/85	Lincoln	PCB Disposal Systems
Drum #124 Capacitor Nos.	108				~~** A	•	
GE B55276 GE D14960 GE D14891	7 7 6	228 228 228	6/11/85 6/11/85 6/11/85	7/9/85 7/9/85 7/9/85	8/20/85 8/20/85 8/20/85	Oakland Oakland Oakland	PCB Disposal Systems PCB Disposal Systems PCB Disposal Systems
SG 76390260 Drum #851	15 86	760	7/9/85	7/9/85	8/20/85 8/20/85	Sutton North Bend	PCB Disposal Systems PCB Disposal Systems
Dirt and Debris	93	·2170	6/17/85	6/17/85	6/20/65	north bend .	TO DISPOSAL SYSTEMS
Capacitor Nos. GE M19944 SG 76390342	12 15	2189 763	6/20/85 7/10/85	6/20/85 7/11/85	8/20/85 8/20/85	York Operations Ctr. Sutton	PCB Disposal Systems PCB Disposal Systems
Drum #260 Dirt and Debris	86	2191	6/24/85	7/19/85	8/20/85	Ogallala	PCB Disposal Systems
Drum #407 Dirt and Debris	109	2179	7/2/85	7/24/85	8/20/85	Kearney	PCB Disposal Systems
The state of the s	109 Cont.	2179	7/2/85	7/24/85	8/20/85	Kearney	PCB Disposal Systems

NEBRASKA PUBLIC POW DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

	, ,		<u></u>			 	·
TYPE OF CONTAINER	TOTAL	K-147		DATE		1	
D ID OF CONTENTS	WEIGHT	OR		PLACED INTO	PLACED INTO	LOCATION RECEIVED	NAME OF FIRM
(LIQUID, DEBRIS,	CONTENTS	K-148	REMOVED FROM	STORAGE FOR	TRANSPORT FOR	FROM	TRANSFERRED TO
CAPACITORS, ETC.)	(Kg)	NUMBER	SERVICE	DISPOSAL	DISPOSAL		FOR DISPOSAL
Drum #877	1				·	1	· · · · · · · · · · · · · · · · · · ·
Dirt and Debris	91	2198	7/2/85	8/7/85 .	8/20/85	Norfolk	PCB Disposal Systems
D #888						}	
Drum #296	103						j
Capacitor Nos.	, ,	. 760	7/30/05				
GE M131311	14	762	7/10/85	7/11/85		Beatrice	PCB Disposal Systems
GE M131299 ME 73G68151	14 8	762 2189	7/10/85	7/11/85		Beatrice	PCB Disposal Systems
HE /3000131	°	2109	7/9/85	7/9/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Drum #872	100					·	1
Capacitor Nos.	100				·		
ME 70-36002	7	101	7/12/85	7/25/85	8/20/85	Beverly Sub.	PCB Disposal Systems
ME 70-36527	7	101	7/12/85	7/25/85		Beverly Sub	PCB Disposal Systems
	1		,, .2, 55	7,23,03	0,20,00	beverly sub	l Disposal Systems
Drum #249	1	'				·	
Dirt and Debris	170	2179	7/15/85	7/24/85	8/20/85	Kearney	PCB Disposal Systems
]						
Drum #854	87						إ
Capacitor No.	1			·			1 .
WH 65M5522	13	2042	7/17/85	8/7/85	8/20/85	Columbus	PCB Disposal Systems 🕻
D #063	. [,	i	•		1	
Drum #863	105	0101	7/10/05	= 17.0 10.5			
Dirt and Debris	105	2191	7/19/85	7/19/85	8/20/85	York Operations Ctr.	PCB Disposal Systems
Tank #1	1		•		1.		1
Liquid Added	4330	2009	6/5/85	<i>6 /</i> 21 /05	0/22/05	Vank Opensties Chi	Dana Chamina?
Liquid Added	1875	111	6/17/85	6/21/85 6/17/85	8/23/85 8/23/85	York Operations Ctr. North Bend	
Liquid Added	931	2054	6/25/85	6/28/85		North Bend Norfolk	Rose Chemical
Liquid Added	743	152	7/15/85	7/24/85	l) ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	Kearney	Rose Chemical
Liquid Added	109	2138	7/13/85	8/8/85	8/23/85	York	Rose Chemical Rose Chemical
3.44.4.14464			7/25/05	0/ 0/ 03	0/23/03	LIOIA	Ivose chemical
• .	i L	•				•	· •

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NEBRASKA PUBLIC: .R DISTRICT YORK OPERATIONS CENTER

TYPE OF CONTAINER	TOTAL	K-147		DATE			
(LIQUID, DEBRIS, CAPACITORS, ETC.)	WEIGHT CONTENTS (Kg)	OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
Tank #1 (Continued) Liquid Added Liquid Added Liquid Added Liquid Added Liquid Added	5044 3426 2240 682 194	2181 2182 2183 087 2199	7/24/85 8/5/85 8/6/85 8/22/85 8/22/85	8/5/85 8/6/85 8/22/85 8/22/85 8/22/85	8/23/85 8/23/85 8/23/85 8/23/85 8/23/85	York Operations Ctr. York Operations Ctr. York Operations Ctr. McCook Ponca	
Drum #628 Waste Liquid	77	027	10/24/85	10/28/85	11/8/85	Clinton	PCB Inc. of Missouri
Drum #232 Dirt and Debris	345	027	10/24/85	10/28/85	11/8/85	Clinton	PCB Inc. of Missouri
Drum #447 Dirt and Debris	363	027	10/24/85	10/28/85	11/8/85	Clinton	PCB Inc. of Missouri
Drum #1013 Dirt and Debris	377	027	10/24/85	10/28/85	11/8/85	Clinton	PCB Inc. of Missouri
Drum #1014 Dirt and Debris	359	027	10/24/85	10/28/85	11/8/85	Clinton	PCB Inc. of Missouri
Drum #1016 Dirt and Debris	345	027	10/24/85	10/28/85	11/8/85	Clinton	PCB Inc. of Missouri
Drum #1019 Dirt and Debris	272	027	10/24/85	10/28/85	11/8/85	Clinton	PCB Inc. of Missouri
Drum #1020 Dirt and Debris	195	027	10/24/85	10/28/85	11/8/85	Clinton	PCB Inc. of Missouri
TOTAL	Cont.						

NEBRASKA PUBLIC | R DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

T/DE OF 604-11450	l		T		· · · · · · · · · · · · · · · · · · ·		
TYPE OF CONTAINER AND ID OF CONTENTS (LIQUID, DEBRIS, CAPACITORS, ETC.)	TOTAL WEIGHT CONTENTS (Kg)	K-147 OR K-148 NUMBER	REMOVED FROM SERVICE	DATE PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
Drum #1023 Dirt and Debris	359	027	10/24/85	10/28/85	11/8/85	Clinton .	PCB Inc. of Missouri
<pre>Drum # (No ID #) Dirt and Debris</pre>	45	027	11/8/85	11/8/85	11/8/85	Clinton	PCB Inc. of Missouri
<pre>Drum # (No ID #) Dirt and Debris</pre>	45	027	11/8/85	11/8/85	11/8/85	Clinton	PCB Inc. of Missouri
Drum # (No ID #) Dirt and Debris	136	. 027	11/8/85	11/8/85	11/8/85	Clinton	PCB Inc. of Missouri
Trailer of Oats (Approx. 1622 bushel	24,091 s)	NA	10/14/85	10/14/85	11/21/85	Cİinton	PCB Inc. of Missouri
		•					
	· [·				
		- _i	* ****			•	
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		•					
•		···		<u> </u>			l

TOTAL

229,424

NEBRASKA PUBLIC | .R DISTRICT YORK OPERATIONS CENTER

	,	,	·				
TYPE OF CONTAINER	TOTAL	K-147	·	DATE			
(LIQUID, DEBRIS, CAPACITORS, ETC.)	WEIGHT CONTENTS (Kg)	OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
Drum #712	108						
Capacitor Nos.] ,,	004	7 07 05				
OB 65-69398 ME 7036553	12 7	084 084	7-27-85 8-30-85	8-23-85 8-30-85		Beverly Sub Beverly Sub	
Drum #6	151	•					
Capacitors Nos.	20	086	8-6-85	0 00 05		Named D2 11 a	
FP 9414-115 FP F94M4201904	20	086	8-6-85	8-23-85 8-23-85		North Platte North Platte	
FP 9179-67	20	086	8-6-85	8-23-85		North Platte	•
Drum #868	134						
Capacitor Nos.		:			·		
FP 9414-110	20	086	8-6-85	8-23-85	· .	North Platte	
FP 9179-92 WH 75081501	20 8	086 086	8-6-85 8-6-85	8-23-85 8-23-85		North Platte North Platte	
111 73001301			0-0-03	0-25-05		North Flatte	
Drum #469				_			
Dirt and Debris	127	2182	8-21-85	8-21-85		York Operations Ctr.	▼ .
Tank #1							•
Liquid Added	2345	200	8-23-85	8-26-85		Greeley	•
Drum #938	117	!					•
Capacitor Nos.							·
GE L506228 GE M450006	14	088 088	8-24-85 8-24-85	9-5-85 9-5-85		Victory Hill	
, GE 1450006	14	000	0-24-00	9-0-00		Victory Hill	
Tank #1	[[•					
Liquid Added	215	462	8-26-85	9-5-85		Kenesaw	
• •							
TOTAL	Cont.	٠.					

TYPE OF CONTAINER TOTAL K-147 DATE	i
CAPACITORS, ETC.) WEIGHT OR CLIQUID, DEBRIS, CONTENTS K-148 REMOVED FROM STORAGE FOR TRANSPORT FOR FROM SERVICE DISPOSAL DISPOSAL	/ED NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
Tank #1 Liquid Added 1682 2184 8-26-85 8-26-85 York Operations	Ctr
Drum #937 Dirt and Debris 236 088 8-27-85 9-5-85 Victory Hill	
Drum #939 Dirt and Debris 291 088 8-27-85 9-5-85 Victory Hill	
Drum #871 113	÷
Capacitor Nos. 13 2043 9-4-85 9-11-85 Twin Church ME 6922398 13 2043 9-4-85 9-11-85 Twin Church	·
Drum #396 Dirt and Debris 41 466 9-5-85 9-13-85 Overton	
Drum #485 Dirt and Debris 98 466 9-5-85 9-13-85 Overton	÷
Drum #278 Dirt and Debris 220 466 9-5-85 9-13-85 Overton	
Drum #999 Dirt and Debris 205 466 9-5-85 9-13-85 Overton	
Drum #195 Dirt and Debris 120 2338 9-5-85 9-11-85 Twin Church	
Tank #1 Liquid Added	
TOTAL Cont.	

NEBRASKA PUBLIC PC . DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

	 1		 			 	
TYPE OF CONTAINER	TOTAL	K-147		DATE		ı	
'D ID OF CONTENTS	WEIGHT	OR	5540455 5504	PLACED INTO	PLACED INTO	LOCATION RECEIVED	NAME OF FIRM
(LIQUID, DEBRIS,	CONTENTS	K-148	REMOVED FROM	STORAGE FOR	TRANSPORT FOR	FROM	TRANSFERRED TO
CAPACITORS, ETC.)	(Kg)	NUMBER	SERVICE	DISPOSAL	DISPOSAL		FOR DISPOSAL
Tank ≓1	1						·
lank ≓l Liquid Added	16,023	2339	9-9-85	9-10-85		litinal au	
Liquid Added	170	2339 154	9-10-85	9-10-85. 9-12-85		Winslow Grand Island	
Liquid Added	9,205	2340.	9-10-85	9-12-85	j .	Winslow	
Liquid Added	119	2341	9-10-85	10-4-85		Winslow	
Liquid Added	1,773	114	9-12-85	9-13-85		Humboldt	
Liquid Added	188	115	9-12-85	9-13-85	·	Humboldt	
Liquid Added	580	2347	9-15-85	10-17-85		Kearney	·
Liquid Added ·	2,574	2185	9-20-85	9-20-85	·	York Operations Ctr	
	-,0/.		7 20 00	3 20 00		Tork operations cert	
Drum =485	1] 			1	;
Dirt and Debris	98	104	9-20-85	9-20-85		Overton	
]						•
Drum =294				,			i
Dirt and Debris	100	2301	9-24-85	9-24-85		York Operations Ctr.	į
	·				·		
Tank #1]						i I
Liquid Added	2,741	2186	10-4-85	10-4-85		York Operations Ctr.	
Liquid Added	102	2342	10-8-85	10-17-85		Spencer	•
Liquid Added	2,727	2343	10-8-85	10-8-85	. [Spencer	•
		•	· . ·.			}	
Drum #423	78				,		l
Capacitor No.		53.	30 30 05	30.4.05			•
ME 69-24009	13	515	10-10-85	12-4-85		Twin Church	ļ
Drum <i>=</i> 223					· .		ļ
	91	209	10-15-85	10 21 05		Chadnen	Ī
Dirt and Debris	1	209	10~15~65	10-21-85		Chadron	
Tank #1	.		•	,		,	ļ
Liquid Added	1,636	113	10-15-85	10-17-85		Rising City	
	1,000			10.17-03	L	moning or cy	
•		• • • •					•

Cont.

TOTAL

NEBRASKA PUBLIC PL _R DISTRICT YORK OPERATIONS CENTER

CLIQUID, DEBRIS, CONTENTS (Kg) REMOVED FROM SERVICE STORAGE FOR DISPOSAL TRANSPORT FOR DISPOSAL	TYPE OF CONTAINER	TOTAL -	K-147		DATE	<u> </u>		
Dirt and Debris 98 420 10-16-85 10-23-85 Scottsbluff Drum =300 Dirt and Debris 177 2301 10-17-85 10-17-85 York Operations Ctr. Tank =1 Liquid Added Liquid Added Liquid Added 750 85 2134 422 10-22-85 10-24-85 11-1-85 11-1-85 Hebron Scottsbluff Edison York Operations Ctr. Drum =1025 Dirt and Debris 236 2304 10-28-85 10-28-85 York Operations Ctr. Drum =1025 Dirt and Debris 236 2304 10-31-85 10-31-85 Scottsbluff Drum =1026 Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum =1027 Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum =1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum =1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff	(LIQUID, DEBRIS,				STORAGE FOR	TRANSPORT FOR		NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
Dirt and Debris 98 420 10-16-85 10-23-85 Scottsbluff Drum ±300 Dirt and Debris 177 2301 10-17-85 10-17-85 York Operations Ctr. Tank ±1 Liquid Added	Drum =728		٠.					•
Dirt and Debris 177 2301 10-17-85 10-17-85 York Operations Ctr.		98	420	10-16-85	10-23-85		Scottsbluff	
Dirt and Debris 177 2301 10-17-85 10-17-85 York Operations Ctr.	Drum =300							
Liquid Added Liquid Added Liquid Added Liquid Added Liquid Added Liquid Added Liquid Added Liquid Added September 2348 Septemb		177	2301	10-17-85	10-17-85		York Operations Ctr.	
Liquid Added Liquid Added 85 422 10-24-85 11-1-85 10-28-85 11-1-85 10-28-85 11-1-85 10-28-85	Tank #1							
Liquid Added Liquid Added Liquid Added Liquid Added Secontable Liquid Added Secontable Liquid Added Secontable Secontable Secottsbluff Edison York Operations Ctr. Drum #1025 Dirt and Debris Drum #1026 Dirt and Debris Drum #1027 Dirt and Debris Drum #1028 Dirt and Debris Drum #1028 Dirt and Debris Drum #1028 Dirt and Debris Drum #1028 Dirt and Debris Drum #1028 Dirt and Debris Drum #1029 Dirt and Debris		750	2134	10-22-85	10-22-85		Hebron	
Liquid Added 985 2187 10-28-85 10-28-85 York Operations Ctr. Drum #1025 Dirt and Debris 236 2304 10-31-85 10-31-85 Scottsbluff Drum #1026 Dirt and Debris 266 2303 10-31-85 10-31-85 Scottsbluff Drum #1027 Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum #1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum #1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff Scottsbluff Scottsbluff Scottsbluff Scottsbluff								
Drum ≠1025 Dirt and Debris 236 2304 10-31-85 10-31-85 Scottsbluff Drum ≠1026 Dirt and Debris 266 2303 10-31-85 10-31-85 Scottsbluff Drum ≠1027 Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum ≠1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum ≠1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff					•		Edison	•
Dirt and Debris 236 2304 10-31-85 10-31-85 Scottsbluff Drum #1026 Dirt and Debris 266 2303 10-31-85 10-31-85 Scottsbluff Drum #1027 Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum #1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum #1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff	Liquid Added	985	2187	10-28-85	10-28-85		York Operations Ctr.	
Drum #1026 Dirt and Debris 266 2303 10-31-85 10-31-85 Scottsbluff Drum #1027 Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum #1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum #1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff	Drum #1025	:				·		
Dirt and Debris 266 2303 10-31-85 10-31-85 Scottsbluff Drum #1027 Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum #1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum #1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff	Dirt and Debris	236	2304	10-31-85	10-31-85		Scottsbluff	
Dirt and Debris 266 2303 10-31-85 10-31-85 Scottsbluff Drum #1027 Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum #1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum #1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff	Drum #1026							
Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum =1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum =1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff		266	2303	10-31-85	10-31-85		Scottsbluff	
Dirt and Debris 239 2303 10-31-85 10-31-85 Scottsbluff Drum =1028 Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum =1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff	Drum #1027							
Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum #1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff		239	2303	10-31-85	10-31-85		Scottsbluff	7.
Dirt and Debris 255 2303 10-31-85 10-31-85 Scottsbluff Drum #1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff	Drum #1028	1. 1		,	·			•
Drum #1029 Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff		255	2303	10-31-85	10-31-85		Scottsbluff	·
Dirt and Debris 225 2303 10-31-85 10-31-85 Scottsbluff	Doum #1020		·					
		225	2303	10-31-85	10-31-85		Scottshluff	
Drum =1030			2303	10-31-03	10-31-03		30000301411	
	Drum #1030							
Dirt and Debris 291 2303 10-31-85 10-31-85 Scottsbluff	Dirt and Debris	291	2303	10-31-85	10-31-85		Scottsbluff	
					L			
TOTAL Con E.	TOTAL	Conh	•.					•

NEBRASKA PUBLIC PG. DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL IN CONTAINERS

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TYPE OF CONTAINER NO ID OF CONTENTS	TOTAL WEIGHT	K~147 OR		DATE	I DI AGED TAITO	LOCATION DECEMBES	NAME OF FIRM
(LIQUID, DEBRIS, CAPACITORS, ETC.)	CONTENTS (Kg)	K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	TRANSFERRED TO FOR DISPOSAL
Drum =1031 Dirt and Debris	252	2303	10-31-85	10-31-85		Scottsbluff	
Drum #1032 Dirt and Debris	286	2303	10-31-85	10-31-85	·	Scottsbluff	
Drum ≓1033 Dirt and Debris	259	2303	10-31-85	10-31-85		Scattsbluff	
Drum =1034 Dirt and Debris	227	2303	10-31-85	10-31-85		Scottsbluff	
Drum =1035 Dirt and Debris	234	2303	10-31-85	10-31-85	·	Scottsbluff	
Drum #1036 Dirt and Debris	234	2304	10-31-85	10-31-85		Scottsbluff	
Drum #873 Dirt and Debris	73	2301	11-6-85	11-6-85		York Operations Ctr.	
Tank ≝l Liquid Added Liquid Added Liquid Added	256 5,778 153	116 2189 2200	11-6-85 11-7-85 12-4-85	11-6-85 11-7-85 12-4-85		Lincoln York Operations Ctr Winnetoon	
Drum #288 Capacitor No. GE L152271	76 15	517	12-5-85	12-9-85		Norfolk	
•			<u> </u>				

TOTAL

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NEBRASKA PUBLIC 1 AR DISTRICT YORK OPERATIONS CENTER

			,			 	
TYPE OF CONTAINER	TOTAL	K-147		DATE			MAME OF EVOL
CID ID OF CONTENTS (LIQUID, DEBRIS, CAPACITORS, ETC.)	WEIGHT CONTENTS (Kg)	OR K-148 Number	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
	1.13/	HOLIDEN		DISTOSAL	DISTOSAL		· · · · · · · · · · · · · · · · · · ·
Drum #394	122			}			
Capacitor Nos.	[ļ		·
CD 1254899	17	518	12-5-85	12-9-85	1	Norfolk ·	
CD 1154866	17	518	12-5-85	12-9-85		Norfolk	
CD 1154521	17	518	12-5-85	12-9-85		Norfolk	
Tank #1							
Liquid Added	2,461	2190	12-6-85	12-6-85		York Operations Ctr.	·
Drum #942	121		· '				
Capacitor Nos.	'~'		,				
ME C-69893	13	2220	12-13-85	12-27-85		Norfolk	
CD 125456	17	2220	12-13-85	12-27-85		Norfolk	
FP 9103-136	22	764	12-17-85	12-23-85		Hebron	
11 9105-150		, 704	1	12 23 03		TIEDI OII	
Drum #864	l ·		١ '				
Dirt and Debris	84	2311	12-18-85	12-18-85		York Operations Ctr.	
Tank #1				·		`	
Liquid Added	358	118	12-20-85	12-24-85		Crete	
Liquid Added	614	2133	12-20-85	12-24-85		Fairmont	
Liquid Added	402	2442	12-23-85	12-23-85		York Operations Ctr.	
Liquid Added	167	2443	12-30-85	12-30-85	•	York Operations Ctr.	
. Liquid Added	107	2773	12-30-03	12-30-03		TOTA OPERALIONS OUT.	
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			}	·			
				·			
	1 1	•	! .			•	
] . [•					
•]		l	<u> </u>		L	
AWAITING DISPOSAL							
TOTAL	60,801	•					

NEBRASKA PUBLIC ' R DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

DCB	LARGE HIGH OR LOW	K-147 AND/OR		DATE PLACED INTO	PLACED INTO	LOCATION RECEIVED	NAME OF FIRM
	LTAGE CAPACITORS	K-148 NUMBER	REMOVED FROM SERVICE	STORAGE FOR DISPOSAL	TRANSPORT FOR DISPOSAL	FROM	TRANSFERRED TO FOR DISPOSAL
				<u> </u>			
SG	Fi\743776	2060	5-10-85	5-10-85	5-10-85	York Stores Stock	Rose Chemical
MΞ	69-12231	2060	3 10 00	3 10 00		101 K 355123 3356K	"
WH	77070304	2060	u	a ·	ш .	10	
SG	76530106	2060	ıı	u	п	ai .	u.
SG	76530045	2060	i	11	ti ti	u ·	n t
SG	76530024	2060	h	H	' II	11	II .
SD	2561402	2060	11		• • • • • • • • • • • • • • • • • • • •	n ·	
53	JL704790	2061	11	` n	. "	II .	16
SS	JL704791	2061	u		8	u u	. "
SG	JL703858	2061	и .	ıı .	0	II .	n
SG SG	73310294	2060	li li	11	II	u	"
SS	HL678273	2060		ıı,	u .	; II	11
SG	HL678268	2060		н	11	· #	1
GΞ	W48264	2068	`n	u u	. #	n .	1
GE	W48266	2068	ıı ı	11	1 0	n n	i i
e eres	W37659	2068	"	lt .	• 11	u	ı ı
ŠĠ	76060311	2061	11	u		И	14
SG	76010388	2061	11	" .	II.	п	в
WH	77092398	2068	y 0		n n	u u	· · ·
WH	77092404	2068	<u>' 11</u>	"	11	(· ·	· ·
WH	77092417	2068	u	11	94	u u	"
WH:	58C374	2061	1 11	11	u ·	, u	
WH	55B1843C	2066		· 11	11	"	"
WН	54J1145RR	2065	ii ·	ii ii	• 11	"	"
wН	58D1284	2068	u	11	#) n	0
WH	58D719	2068	ı ı	u	.40	"	"
WH	58D1351	2068		n .	11	"	"
GΞ	T37526	2067	"	n ·			"
GΞ	T37519	2066	. "	11 .		u ·	"
GE	T37525	2066	, "	40	11	***	".
GE.	A64486	2066	II .	. 11	·II _ ,		1
		1				•	

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NEBRASKA PUBLIC . ER DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

K	47	DATE	·		NAME OF FIRM
PCB LARGE HIGH OR LOW AND VOLTAGE CAPACITORS K-NUM	OR REMOVED FROM	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
		- DIGITOSTIC	020100112		
3E A63640 206	6 5-10-85	5-10-85	. 5-10-85	York Stores Stock	Rose Chemical
3E A64488 206	6 "	"	, ,,	"	"
GE M75202 206	5 "	, ,	"	!!	
XH 55B1169SS 206		"	. "] "	<u>"</u>
₩H 55B1231WW 206	4 "	" •	"] "	
WH 55B18453 206		"	"	"	
GE L38955 206		ı ı			"
GE L39375 206	5 "	11	. "	"	
LM C-266836 206	6 "	11	11	"	"
LM C-266835 206	6 "	H H	. "	"	
LM C-266842 206	6 "	\$\$	"	. "	<u>"</u>
3E N30049 206	5 "	"		. "	! "
GE G62342 206	5 "	u	15	"	"
GE L43392 . 206	5 ") 11	" .	1	"
GE G55253 206	5 "	u ·	"	"	} "
GE G57312 206	5 "	11	11	} "	} "
GE G69511 206	5 "	u .	"	*1	} "
WH 55B1322MM 206		Į, u	u	19	"
WH 54J546B 200		11	, n	"	, "
WH 55B1313MM 200		li li	n	u	n n
GE K154465 0		ı ı	n .	lt .	n
		1	н ,	") "
GE M21810 207 GE M21764 207		11	li li] . u	lt t
GE M22428 207		u	11	"	n n
ИН 78016057 200] u	n	u u	li li
WH 78021541 200		ù	u .	l II	li ·
ын 78021977 20		n	u	. "	u
CD 157329 207		li ii	. 11	 "	li li
CD 257446 20		n n	u	n .	u
CD 257445 207		i n	1 1	u	
SE H162060 210		1 "	it ("	"

TOTAL NUMBER

NEBRASKA PUBLIC JER DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

			•		• ,		
		K-147		DATE	•		NAME OF CLOW
	LARGE HIGH OR LOW TAGE CAPACITORS	AND/OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
			 	DISTUSAL	D131 03/1C		
ЭE	H102017	2163	5-10-85	5-10-85	5-10-85	York Stores Stock	Rose Chemical
. GE	H162015	2163	II .	ii.	1 " .	II	. "
GE	H162027	2073	ıı i	. 0	l II	41	41
GE .	H162053	2073	11	. "	н	H	u u
SE	H162022	2073	ti ti	. 11	"	m ·	ll l
VE.	74087704	2071	п	П	ıı ı	ti	u
HW.	74087564	2071	H .	u ·		- ii	ri
WH.	77070386	2071	11	11	. "	II	11
GE	M22994	2071	n n	11	10	' II	. 11
GE GE	M20563	2070	п	n	l u	· II	· n
3F	M23041	2070	H ₁	u	. "	ti .	li .
GE GE	M22991	2070	11	ŧi		; II	11
SE.	M22997	2071	11	11	- 11	II v	u
GE GE	M24800	2070	n	11	18	II	"
GE	M19141	2070	ú	n .	u	n	u u
SE	M21772	2070	n	11	11	II .	n
GE	M22998	2070	· 11	. 41	11	II .	li ii
SG	JP806403	2071	n ·	03	· n	u	1 ,
SG	JP806397	2071		ļ. u	n n		u .
SG	JP806402	2071	" "		· 11	10	n
3E	K18654	2163	i '		0	ii .	11
3E	M19211	2163	· "	11			10
GE	M19889	2163	11	` "	. 11		
GE	M23028	2163) "] "]]	11) u
3E	M23030	2165		11	in in	. 11	16
GE	M24818	2163	n .	. д	, n	u	· · · · · · · · · · · · · · · · · · ·
CD	157414	2073	11	ļ		•	l "
SD	157459	2073	п		u	. 11	n
MH 2D	54B2516B	2073 .	'n	· " .) n) " -
CD		2072	i		n	e a	n ·
2D	157344	2072			10	u	l u
	<u> 157448 </u>			<u>'</u>	<u>. </u>		<u> </u>

TOTAL NUMBER

NEBRASKA PUBLIC ER DISTRICT YORK OPERATIONS CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

		K-147		DATE			1445 05 5104	
	LARGE HIGH OR LOW TAGE CAPACITORS	AND/OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL	
WН	58D1357	2073	5-10-85	5-10-85	5-10-85	York Stores Stock	Rose Chemical	
ZΗ	58D590	2072	ļ. "	"		<u>"</u>	li .	
WH	58D541	2072	"			"	li li	
'nН	58D550	2073	" "	"	"	14	"	
ЖH	77070344	2072	"	<u>"</u>	"	"	"	
ЖH	77070380	2072		" '	11		· "	
ÄΗ	77070385	2072	, ii				".	
GE	M19207	2164	" "	. 11	, "			
ЗE	M19846	2163	"			"	· "	
GΕ	M19887	2165	"	"	"	<u>"</u>	"	
GE	M19945	2165	"	"		"	"."	
GE	M19951	2163	! "	"	<u>"</u>	· "	"	
GΕ	M1 9956	2165		"	"	".	"	
ΧH	78024066 ·	2165		`u	" "	".	, u	
GE	L79941	2166	ll	ll .] "	1 "	,,	
GE	M5482	2165	11	i ***	" "		".	
GE	M5489.	2165	, "	11	. "		"	
CD	157384	2166	} · "	u	. "	"	"	
CD	257372	2166	"	: 11	"	"	"	
ЖH	53B837S	2168	4-11-85	4-29-85	8-20-85	York Operations Ctr.	PCB Disposal Systems	
WH	53B875U	2168	4-11-85	4-29-85	8-20-85	•	"	
ЖH	53B902 V	2168	4-11-85	4-29-85	8-20-85	, n	, "	
ЖH	54B3522AA	2166	5-10-85	5-10-85 [:]	5-10-85	York Stores Stock	Rose Chemical	
ΧH	60J3070	2166	!	"	. "	11	"	
WH	60J3091	2166	"	"		u	"	
WH	60J3224	2166	"	n.	"	"	"	
ЖH	61097	2165	n	11		"	"	
HK	60L4770	2165	ll l	l " '	, "	lt .	. "	
WH.	60M1473	2165	"	II		"	"	
CD	257369	2169	4-19-85	4-29-85	8-20-85	Geneva	PCB Disposal Systems	
CD	257392	2169	4-19-85	4-29-85	8-20-85	Geneva	PCB Disposal Systems	

TOTAL NUMBER-

NEBRASKA PUBLIC YER DISTRICT YORK OPERAT. .S CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

	1	I		- · · · · · · · · · · · · · · · · · · ·		I .
PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS	K-147 AND/OR K-148 NUMBER	REMOVED FROM SERVICE	DATE PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
CD 157347 CD 257435 CD 257452 WH 53B2106S WH 53B2172V WH 53B819S WH 53B880U WH 53B887U WH 53B887U WH 53B887U WH 53B890U SG 76360016 WH 74115228 WH 75081485 WH 76082821 GE B55350 GE B55144 GE B555194 GE B55510 GE B55510 GE B55302 GE B55301 GE B55302 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301 GE B55301	2168 2166 2168 2168 2168 2168 2168 2168	4-19-85 5-10-85 4-24-85 4-24-85 5-10-85 4-24-85 4-24-85 4-24-85 5-10-85 5-9-85 5-9-85 5-10-85 5-10-85 5-10-85 5-10-85 5-10-85 5-10-85 5-10-85 5-15-85 5-15-85 5-15-85 5-15-85 5-15-85	4-29-85 5-10-85 4-29-85 4-29-85 5-10-85 4-29-85 4-29-85 4-29-85 5-10-85 5-15-85 5-15-85 5-15-85 5-28-85 5-28-85 5-28-85 5-28-85 5-28-85 5-28-85 5-28-85 6-14-85 6-14-85 6-14-85 6-14-85	8-20-85 5-10-85 8-20-85	Geneva York Stores Stock York Operations Ctr. York Operations Ctr. York Operations Ctr. York Operations Ctr. York Operations Ctr. York Operations Ctr. York Operations Ctr. York Operations Ctr. York Stores Stock Geneva Osceola Osceola Osceola Osceola Oakland Oakland Oakland Oakland Oakland Oakland Oakland Oakland Oakland Oakland Oakland Hartington Hartington Hartington Hartington Hartington Hartington Hartington	PCB Disposal Systems Rose Chemical PCB Disposal Systems PCB Disposal Systems Rose Chemical PCB Disposal Systems PCB Disposal Systems PCB Disposal Systems PCB Disposal Systems Rose Chemical PCB Disposal Systems "" "" "" "" "" "" "" "" "" "" "" "" ""
WH 57D2686HH WH 57D2419S	2175 2175	5-15-85 5-15-85	6-14-85 6-14-85	8-20-85 8-20-85	Hartington Hartington	

TOTAL NUMBER

NEBRASKA PUBLIC | IER DISTRICT | YORK OPERAT. ... S CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS	RRED TO
NUMBER SERVICE STORAGE FOR DISPOSAL FROM FROM FOR DISPOSAL	
Normer	
CD 157522 2187 5/16/85 6/20/85 8/20/85 Geneva CD 157499 2187 5/16/85 6/20/85 8/20/85 Geneva GE M30681 2187 5/16/85 6/20/85 8/20/85 Geneva GE D3473 2186 5/22/85 6/14/85 8/20/85 0'Neill GE M7173 2186 5/22/85 6/14/85 8/20/85 0'Neill GE D28795 2186 5/22/85 6/14/85 8/20/85 0'Neill WH 47D166RR 2190 5/28/85 7/9/85 8/20/85 0'Neill WH 47D201A 2186 5/28/85 6/14/85 8/20/85 0'Neill WH 47D204A 2186 5/28/85 6/14/85 8/20/85 0'Neill WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill	
CD 157522 2187 5/16/85 6/20/85 8/20/85 Geneva CD 157499 2187 5/16/85 6/20/85 8/20/85 Geneva GE M30681 2187 5/16/85 6/20/85 8/20/85 Geneva GE D3473 2186 5/22/85 6/14/85 8/20/85 0'Neill GE M7173 2186 5/22/85 6/14/85 8/20/85 0'Neill GE D28795 2186 5/22/85 6/14/85 8/20/85 0'Neill WH 47D166RR 2190 5/28/85 7/9/85 8/20/85 0'Neill WH 47D201A 2186 5/28/85 6/14/85 8/20/85 0'Neill WH 47D204A 2186 5/28/85 6/14/85 8/20/85 0'Neill WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill	Systems
CD 157499	Jy 3 Cellis
GE M30681 2187 5/16/85 6/20/85 8/20/85 Geneva "GE D8473 2186 5/22/85 6/14/85 8/20/85 0'Neill "GE M7173 2186 5/22/85 6/14/85 8/20/85 0'Neill "GE D28795 2186 5/22/85 6/14/85 8/20/85 0'Neill "GE D28795 2186 5/22/85 6/14/85 8/20/85 0'Neill "GE D28795 2186 5/22/85 6/14/85 8/20/85 0'Neill "GE D28795 2186 5/28/85 7/9/85 8/20/85 0'Neill "GE D28795 2186 5/28/85 6/14/85 8/20/85 0'Neill "GE D287955 2186 5/28/85 6/14/85 8/20/85 0'Neill "GE D287955 2186 5/28/85 6/14/85 8/20/85 0'Neill "GE D287955 2186 5/28/85 7/9/85 8	
GE D3473 2186 5/22/85 6/14/85 8/20/85 0'Neill " GE M7173 2186 5/22/85 6/14/85 8/20/85 0'Neill " GE D28795 2186 5/22/85 6/14/85 8/20/85 0'Neill " WH 47D166RR 2190 5/28/85 7/9/85 8/20/85 0'Neill " WH 47D201A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D204A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
GE M7173 2186 5/22/85 6/14/85 8/20/85 0'Neill " GE D28795 2186 5/22/85 6/14/85 8/20/85 0'Neill " WH 47D166RR 2190 5/28/85 7/9/85 8/20/85 0'Neill " WH 47D201A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D204A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
GE D28795 2186 5/22/85 6/14/85 8/20/85 0'Neill " WH 47D166RR 2190 5/28/85 7/9/85 8/20/85 0'Neill " WH 47D201A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D204A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
WH 47D166RR 2190 5/28/85 7/9/85 8/20/85 0'Neill " WH 47D201A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D204A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
WH 47D201A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D204A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
WH 47D204A 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
WH 47D318FF 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
WH 47D345GG 2186 5/28/85 6/14/85 8/20/85 0'Neill " WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
WH 47D55T 2190 5/28/85 7/9/85 8/20/85 0'Neill "	
ME 72-43085 2175 5/28/85 6/14/85 8/20/85 0'Neill "	
14E 72-43087 2175 5/28/85 6/14/85 8/20/85 0'Neill "	
ME 72-43086 2175 5/28/85 6/14/85 8/20/85 0'Neill "	
GE C311788 2186 5/28/85 6/14/85 8/20/85 0'Neill "	
GE C311790 2186 5/28/85 6/14/85 8/20/85 0'Neill "	
GE C312107 2186 5/28/85 6/14/85 8/20/85 0'Neil1 "	
GE R12327 2187 5/31/85 6/20/85 8/20/85 Osceola "	
GE R18000 2187 5/31/85 6/20/85 8/20/85 Osceola "	
GE R18861 2188 5/31/85 6/20/85 8/20/85 Osceola "	
WH 78023496 2188 5/31/85 6/20/85 8/20/85 Osceola "	
NH 78023529 2188 5/31/85 6/20/85 8/20/85 Osceola "	
WH 78023538 2188 5/31/85 6/20/85 8/20/85 Osceola "	
GE M23596 2174 6/5/85 6/12/85 8/20/85 Norfolk "	
GE M23600 2184 6/5/85 6/12/85 8/20/85 Norfolk "	
GE M23633 2174 6/5/85 6/12/85 8/20/85 Norfolk "	
GE M23647 2184 6/5/85 6/12/85 8/20/85 Norfolk "	
GE M23655 2184 6/5/85 6/12/85 8/20/85 Norfolk "	
GE M23667 2174 6/5/85 6/12/85 8/20/85 Norfolk "	

TOTAL NUMBER

NEBRASKA PUBLIC 'ER DISTRICT YORK OPERAT. J CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

			· · · · · · · · · · · · · · · · · · ·				
Don		K-147		DATE	1	ACCATION DESERVED	NAME OF FIRM
	ARGE HIGH OR LOW	AND/OR	REMOVED FROM	PLACED INTO	PLACED INTO	LOCATION RECEIVED	TRANSFERRED TO
VUL	TAGE - CAPACITORS	K-148	SERVICE	STORAGE FOR	TRANSPORT FOR	FROM	FOR DISPOSAL
	<u> </u>	NUMBER	SERVICE	DISPOSAL	DISPOSAL		
GE	M24765	2174	. 6-5-85	6-12-85	8-20-85	Norfolk ·	PCB Disposal Systems
GE	M24851	2174	6-5-85	6-12-85	8-20-85	Norfolk	I CD DISPOSE I SYSTEMS
GE .	M24854	2174	6-5-85	6-12-85	8-20-85	Norfolk	11
WH	75032884	2184	6-6-85	6-12-85	8-20-85	Norfolk	11
WH	75032889	2184	6-6-85	6-12-85	8-20-85	Norfolk	u
OB	67-91710	2184	6-7-85	6-12-85	8-20-85	Norfolk	11
OB	67-91712	2184	6-7-85	6-12-85	8-20-85	Norfolk	ti .
OB	67-91752	2184	6-7-85	6-12-85	8-20-85	Norfolk	n '
GE	H162034	2184	6-7-85	6-12-85	8-20-85	Norfolk	11
ĞĒ	H162044	2185	6-7-85	6-12-85	8-20-85	Norfolk	· 11
ĞĒ	H162056	2184	6-7-85	6-12-85	8-20-85	Norfolk	n n
ME	73G67954	2190	6-14-85	7-9-85	8-20-85	0'Nei11:	11
ME	73668151	2189	6-14-85	7-9-85	8-20-85	0'Nei11	li .
SG	76010341	2190	6-16-85	6-27-85	8-20-85	Norfolk	ll ll
WH	74127529	2190	6-16-85	6-27-85	8-20-85	Norfolk	li ii
WH	76060017	2190	6-16-85	6-27-85	8-20-85	Norfolk	n n
WH	61 C802	2178	6-17-85	7-24-85	8-20-85	Ogallala	II .
WH	61 C4324	2178	6-17-85	7-24-85	8-20-85	Ogallala	n n
WH	61-C4380	2178	6-17-85	7-24-85	8-20-85	Ogallala	· ·
GE ·	M19899	2187	6-17-85	6-20-85	8-20-85	Plattsmouth	II .
GE	М1 9902	2188	6-17-85	6-20-85	8-20-85	Plattsmouth	n n
GE	M19904	2187	6-17-85	6-20-85	8-20-85	Plattsmouth	n -
GE	-M19905	2187	6-17-85	6-20-85	8-20-85	Plattsmouth	
GE	M19912	2187	6-17-85	6-20-85	8-20-85	Plattsmouth	, , , , , , , , , , , , , , , , , , ,
GE	M19913	2188	6-17-85	6-20-85	8-20-85	Plattsmouth	II .
GE	M19944	2189	6-17-85	6-20-85	8-20-85	Plattsmouth	n
GE	М1 9950	2188	6-17-85	6-20-85	8-20-85	Plattsmouth	н
GE	1124817	2187	6-17-85	6-20-85	8-20-85	Plattsmouth	n
GE	H162058	2188	6-18-85	6-27-85	8-20-85	Norfolk	ıı ıı
GE	Н162066	2188	6-18-85	6-27-85	8-20-85	Norfolk	n n
GE_	H162063	2188	6-18-85	6-27-85	8-20-85	Norfolk	11

TOTAL NUMBER

NEBRASKA PUBLIC 'ER DISTRICT YORK OPERAT. J CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

		τ	·	 			
		K-147		DATE	· 		NAME OF FIRM
	LARGE HIGH OR LOW	AND/OR	REMOVED FROM	PLACED INTO	PLACED INTO	LOCATION RECEIVED	TRANSFERRED TO
VOL	TAGE - CAPACITORS	K-148	SERVICE	STORAGE FOR	TRANSPORT FOR	FROM	FOR DISPOSAL
		NUMBER	JENTICE	DISPOSAL	DISPOSAL		
WH	61C822	2178	6-21-85	7-24-85	8-20-85	 Ogallala	PCB Disposal Systems
WH	610825	2178	6-21-85	7-24-85	8-20-85	Ogallala	1 00 01500341 03 3 001113
WH	61C4357	2178	6-21-85	7-24-85	8-20-85	Ogallala	0
GE	X6032	2193	6-24-85	7-23-85	8-20-85	Ogallala	u
GE	D27101	2193	6-24-85	7-23-85	8-20-85	Ogallala	ii ii
GE	D11010	2193	6-24-85	7-23-85	8-20-85	Ogallala	11
GE	D18095	2193	6-24-85	. 7-23-85	8-20-85	Ogallala	n
GE	D27118	2193	6-24-85	7-23-85	8-20-85	Ogallala	u ·
GE	B50244	2193	6-24-85	7-23-85	8-20-85	Ogallala)
WH	77100320	2180	6-25-85	8-7-85	8-20-85	Holdrege	, n
SG	JP806911	2177	6-26-85	7-24-85	8-20-85	Ogallaľa	n n
SG	Jp806925	2178	6-26-85	7-24-85	8-20-85	Ogallala	11
SG	JP806601	2178	6-26-85	7-24-85	8-20-85	Ogallala	n
WH	61C4856	2193	6-26-85	7-23-85	8-20-85	Ogallala	i ii
WH	61C5140	2178	6-26-85	7-24-85	8-20-85	Ogallala	, и
WH	61C5138	2178	6-26-85	7-24-85	8-20-85	Ogallala	i ii
SG	FN743782	2193	6-28-85	7-24-85	8-20-85	Ogallala	n
SG	JP8044823	2193	6-28-85	7-24-85	8-20-85	Ogallala	n n
SG	JP805389	2193	6-28-85	7-24-85	8-20-85	Ogallala	1
SG	76390253	2190	7-2-85	7-9-85	8-20-85	York Operations Ctr.	1
GE	V41812	2190	7-2-85	7-9-85	8-20-85	Creighton	n n
GE	V43664	2190	7-2-85	7-9-85	8-20-85	Creighton	"
GE	V43647	2190	7-2-85	7-9-85	8-20-85	Creighton	•
WH	57K1179ZZ	2180	7-9-85	7-24-85	8-20-85	Beatrice	. "
ME	7027413	2180	7-10-85	7-24-85	8-20-85	Beatrice	11
ME	7029516	2180	7-10-85	7-24-85	8-20-85	Beatrice	u u
HΕ	7029514	2180	7-10-85	7-24-85	8-20-85	Beatrice	"
GE	M23016	2180	7-12-85	8-19-85	8-20-85	0'Neill	"
GE	L69941	2180	7-12-85	8-19-85	8-20-85	0'Neill	"
GE	L87064	2180	7-12-85	8-19-85	8-20-85	0'Neill	11
<u>W</u> H	37E400E	2180	7-12-85	8-19- <u>8</u> 5	8-20-85	Creighton	11
]				•	

TOTAL NUMBER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

	K-147		DATE			NAME OF FIRM
CCB LARGE HIGH OR LOW VOLTAGE CAPACITORS	AND/OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	TRANSFERRED TO FOR DISPOSAL
WH 38C336 Small Capacitor, No ID#	2180 2177	7-12-85 7-24-85	8-19-85 7-24-85	8-20-85 - 8-20-85	Creighton York Operations Ctr.	PCB Disposal Systems
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•					;	
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				·		

TOTAL NUMBER.

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PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

	K-147		DATE			NAME OF FIRM
PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS	AND/OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	TRANSFERRED TO FOR DISPOSAL
SG HB919951	280	7-13-85	10-14-85	·	Scottsbluff	
GE L59582	2181	7-15-85	8-12-85		Creighton	•
GE L62973	2181	7-15-85	8-12-85	•	Creighton	
GE J119502	2181	7-15-85	8-12-85		Creighton	
WH 47D1045BB	2181	7-15-85	8-12-85		Creighton	
GE V43660	2181	7-18-85	8-12-85		Creighton	
GE V43679	2181	7-18-85	8-12-85		Creighton	
GE V43262	2181	7-18-85	8-12-85		Creighton	
GE M16242	2307	7-23-85	12-9-85		Osceola	
GE M16266	2307	7-23-85	12-9-85	·	Osceola	
LM C-84660	2198	8-15-85	9-10-85		Superior	•
LM C-92194	2198	8-15-85	9-10-85		Superior	
LM C-92190	2198	8-15-85	9-10-85		Superior	
LM C-84464	2198	8-15-85	9-10-85	1	Superior	
LM C-84816	2198	8-15-85	9-10-85	4	Superior	
FP 941440	2198	8-19-85	9-10-85		Kearney	
GE V43661	2181	8-26-85	9-11-85		Hartington	•
GE V43677	2300	8-26-85	9-11-85	1	Hartington	
GE V43678	2300	8-26-85	9-11-85		Hartington	
ME 6922002	2300	9-4-85	9-11-85		Norfolk	
ME 6924006	2300	9-4-85	9-11-85		Norfolk	
ME 6922263	2300	9-4-85	9-11-85	•	Norfolk	
ME 6922279	2300	9-4-85	9-11-85	: .	Norfolk	
ME 6922278	2300	9-4-85	9-11-85	•	Norfolk	•
GE B59097	2302	9-17-85	9-24-85		Ogallala	
GE B50268	2302	9-17-85	9-24-85		Ogallala	
GE B56489	2302	9-17-85	9-24-85		Ogallala .	
FP 9103-82	2305	9-19-85	11-5-85		Hebron	
GE K154450	2202	10-18-85	10-23-85		Alda	
WH 74104583	2302	10-24-85	11-21-85		Osceola	•
WH 74104612	2302	10-24-85	11-21-85		Osceola	

TOTAL NUMBER

Cont.

NEBRASKA PUBLIC F TR DISTRICT YORK OPERATIC CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB LARGE HIGH OR LOW VOLTAGE CAPACITORS

		·				
•	K-147		DATE			=
PCB LARGE HIGH OR LOW	AND/OR		PLACED INTO	PLACED INTO	LOCATION RECEIVED	NAME OF FIRM
VOLTAGE CAPACITORS	K-148	REMOVED FROM	STORAGE FOR	TRANSPORT FOR	FROM	TRANSFERRED TO
	NUMBER	SERVICE	DISPOSAL	DISPOSAL		FOR DISPOSAL
WH 74110217	2302	10-24-85	11-21-85		Osceola	
Small Capacitor No ID #	2029	10-24-85	10-25-85	1.	Gerald Gentleman Sta.	•
FP 9099-70	761	11-7-85	11-8-85	1	Hebron	
WH 76080057	2302	11-7-85	11-8-85		Lincoln	
GE N10873	2307	11-12-85	12-9-85	į	Lincoln	
GE M130599	2307	11-12-85	12-9-85		Lincoln	•
GE 1:10493	2307	11-12-85	12-9-85] .	Lincoln	
GE M23067	241	11-26-85	12-6-85		Page	•
GE M22473	241	11-26-85	12-6-85		Page	
GE M23070	241	11-26-85	12-6-85	1	Page	•
WH 52M1893S	2308	11-26-85	12-13-85		Arcadia	
WH 52M1945U	2308	11-26-85	12-13-85		Arcadia [
WH 52M367V	2308	11-26-85	12-13-85		Arcadia '	
WH 78020329	2308	12-5-85	12-13-85		Loup City	
WH 78020318	2308	12-5-85	12-13-85		Loup City	
WH 78020321	2308	12-5-85	12-13-85		Loup City	
WH 44C427LL	2309	12-10-85	12-13-85	ŀ	Cody	
WH 44D102DD	-2309	12-10-85	12-13-85	·	Cody	:
WH 44D107DD	2309	12-10-85	12-13-85		Cody	
WH 54F1377GG	2308	12-12-85	12-13-85		Overton	•
WH 54F1385GG	2308	12-12-85	12-13-85	i .	Overton	
WH 54F1175NN	2308	12-12-85	12-13-85		Overton	
WH 47D111V	2308	12-12-85	12-13-85	·	Bassett	
WH 47D112V	2309	12-12-85	12-13-85	•	Bassett	
WH 47D39911	2309	12-12-85	12-13-85		Bassett	
₩H 47D352GG	2309	12-12-85	12-13-85		Bassett	
WH 47D38911	2309	12-12-85	12-13-85		Bassett	
WH 47D468KK	2309	12-12-85	12-13-85]	Bassett	
GE M22496	2309	12-12-85	12-13-85		Newport	
GE M21189	2309	12-12-85	12-13-85	· .	Newport	;
GE M18655	2310	12-12-85	12-13-85		Newport	
• 1				-,-	•	

TOTAL NUMBER WAITING DISPOSAL

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PCB'S AND PCB ITEMS FOR DISPOSAL

PCB REGULATORS

PCB REGULATORS	K-147		DATE			
DISTRICT WEIGHT	CB K-148	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
1407 1082 1142 409	2 395 2183	7-18-85 8-15-85	7-18-85 : 8-15-85	8-20-85 8-20-85	York Operations Ctr. York Operations Ctr.	PCB Disposal Systems PCB Disposal Systems
					·	
						·
	,				·	
• NUMBER WEIG						

TOTAL*

1491

Dec. 31, 198) Section C, Page

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB REGULATORS

PCB REGULATORS		K-147		DATE			11011C OC 51311
DISTRICT NUMBER	WEIGHT OF PCB (Kg)	OR K-148 Number	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	` LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL
1122	836	2188	11-8-85	11-8-85		Edison	
				·		·	
			·			:	·
						·	
			i				·
						;	
						·	
AITING NUMBER SPOSAL TOTAL• 1	WEIGHT 836						

NEBRASKA PUBLIC WER DISTRICT YORK OPERA; 3 CENTER

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB TRANSFORMERS

PCB TRANSFORMERS		K-147	DATE					
DISTRICT NUMBER	WEIGHT OF PCB (Kg)	OR K-148 NUMBER	REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL	
33567 427 414 1-24-85		1-25-85 5-10-85		Scottsbluff	Rose Chemical			
						·		
			·				·	
						:	·	
·								
			g ' · · · · ·			· · · ·		
						·	·	
NUMBER	WEIGHT				. * /			

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NEBRASKA PUBLIC F 'SR DISTRICT YORK OPERATI CENTER

Dec. 31, 19/ Section D, Paý

PCB'S AND PCB ITEMS FOR DISPOSAL

PCB TRANSFORMERS

PCB TRANSFORMERS K-147				DATE				
DISTRICT NUMBER	WEIGHT OR OF PCB K-148 (Kg) NUMBER		REMOVED FROM SERVICE	PLACED INTO STORAGE FOR DISPOSAL	PLACED INTO TRANSPORT FOR DISPOSAL	LOCATION RECEIVED FROM	NAME OF FIRM TRANSFERRED TO FOR DISPOSAL	
33737	186	2437	9-11-85	11-19-85		Chadron		
					·	·		
·					·	·		
·								
		·		•			·	
	·		ğ.					
							·	
				,				
AITING NUMBER	WEIGHT					<u></u>	<u> </u>	

NEBRASKA PUBLIC ER DISTRICT YORK OPERATIONS CENTER

PCB'S IN SERVICE (INCLUDING PCB'S STORED FOR REUSE)

DECEMBER 31, 1985

. •	PCB CAPACITORS		PCB TRANSFORMERS		PCB REGULATORS		PCB'S/PCB ITEMS IN PCB CONTAINERS	
LOCATION	NUMBER	WEIGHT OF PCB'S (Kg)	NUMBER	WEIGHT OF PCB'S (Kg)	NUMBER	WEIGHT OF PCB'S (Kg)	TYPE (LIQUIDS, CAPACITORS, ETC.)	WEIGHT OF CONTENTS (Kg)
Central Area	2,583	37,057				!		,
Eastern Area	1,479	18,490						
Northern Area	3,164	42,347] 1	583		•		
Western Area	736	9,944						
Central Region	.216	2,811	8	7,951	9	10,795		
Eastern Region	129	1,547	10 3	6,553 155 (Swgear prts	2	1,175		
Northern Region	175	1,889	,		2 .	1,558		
Western Region	66	941	5	7,711	. • .			
Power Plants	27	276	104	95,030	•			
York Operations Ctr.	331	4,244	·			·		
		,						
		·					,	
•							-	
TOTAL	8,906	119,546	131	117,983	13	13,528		

INDEX

Correspondence from ETI



MAY 27 1986

G. D. S.

84 SWEENEY ST. • NORTH TONAWANDA, NEW YORK 14120 • 716-693-7700

May 19, 1986

Nebraska Public Power District P.O. Box 499 Columbus, Nebraska 68601

Attn: Mr. Gary Sinclair

Dear Sir:

Enclosed please find a copy of Environmental Technology's proposed plan for remedial activities at the Rose Chemicals Site in Holden, Missouri.

As you can see, ETI is in no way affiliated with Rose Chemicals, Inc., its Officers, Principals, or Employees. ETI has however been successful in negotiating a Management Agreement with Rose Chemicals. At present ETI is on-site and functioning in your behalf at our expense! We recognize the financial risk, but we are confident that once the Generators or Responsible Parties recognize the postitive side of ETI's involvement that our remediation plan will be received also in a positive manner.

For your information, ETI has been on site since May 12, 1986 and has already responded to one spill which was promptly cleaned up, and another which is presently being cleaned up. ETI has already spent considerable time and effort reviewing the internal records of Rose Chemical which have been made available to ETI under the Management Agreement. ETI has already spent considerable time learning the warehousing system (as it exists) with full access to the entire facility which again has been made available under the Management Agreement. ETI is in the process at present of upgrading the surface water runoff treatment system and increasing the capacity of the holding and discharge areas to handle the spring rains. ETI is also presently upgrading the onsite building and equipment decontamination facilities, as well as personnel decontamination facilities already begun by Rose Chemical.

REC'D

MAY 27 1986

PF RCHASING

The Management Agreement between ETI and Rose Chemicals also offers several time and cost advantages to the Generators /Responsible Parties in that, because ETI is already on-site and functioning with a contract, there is no need for any legal action or long drawn out, and costly court action to gain access to the site.

An organized, professional approach is necessary if this project is to proceed in a realistic time frame with any degree of cost efficiency.

If you feel that you would prefer to remove the materials owned by your company you are certainly welcome, however we suggest you come visit the site and speak directly with our personnel and see for yourself the difficulties involved first. Any such removal would have to be scheduled with ETI and be accomplished under ETI's guidelines as prepared for the Rose Chemicals Site.

The U.S. EPA, Missouri DNR and Local Government agencies are totally cognizant of ETI's acitivities and of this attempt and contact with the Generators/Responsible Parties with regard to ETI's intentions. Another package containing a proposed contractual agreement and a letter from the President of ETI should reach you shortly.

We sincerely hope that the material presented here meets with your approval, and that you will consider the services that ETI is offering under these difficult circumstances. If you have any questions, or if we can be of any further service please don't hesitate to contact ETI at 813-931-7060 or 716-693-7700.

Very truly,

ENVIRONMENTAL TECHNOLOGY, INC.

Steven R. Kay

Vice President Special Services

Enclosure

SK:bw:24,25

NOTED MAY 2 7 1986 G. D. S.

PROPOSAL

FOR

REMEDIAL ACTIVITIES

AT

ROSE CHEMICAL SITE

HOLDEN, MISSOUR1

submitted
by
ENVIRONMENTAL TECHNOLOGY, INC.
84 Sweeney Street
N. Tonawanda, NY
716/693-7700

Offices at: 660 Penntower 3100 Broadway Kansas City, Missouri 64111 816/931-7060

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INTRODUCTION

1.0	Contractors Qualifications
2.0	Scope of Work
3.0	Technical Approach
4.0 ′	Quality Assurance/Quality Control Plan
5.0	Health and Safety Plan

INTRODUCTION

Environmental Technology, Inc., a Delaware Corporation based at 84 Sweeney Street, North Tonawanda, New York is comprised of a staff of middle management personnel having over 85 years experience in the hazardous waste management field. The main thrust of ETI is the management of remedial activity ventures for both private and public sector clients.

In this light, ETI learned of the potential closure of the Martha C. Rose Chemical Corporation and the impending need for remediation of the site and entered into an agreement to manage the Rose Chemical facility in Holden, Missouri. It is ETI's understanding that Rose Chemical had been, in former days, a viable processing and treatment facility operating under the full sanction of EPA Region VII guidelines. Having viewed the facility on a number of occasions it is readily apparent that it had great potential for continued success and growth. Technologically and operationally, with a principal processing area of 80,000 square feet under roof and a secondary storage area of roughly 20,000 square feet, the Rose facility was sized properly to do a volume business. One major element was necessary to keep the facility viable and that element was lacking. Outside disposal of the processed goods on a timely basis was that element.

For lack of an established schedule at the disposal facilities and an inability to pay premium disposal costs, the Rose facility began to stockpile materials in hope of a long-term solution -- on-site incineration of oils and capacitator cores containing PCB's. The shortfall appears to have been pricing different commodities at unrealistically low prices without keeping pace with rising disposal costs.

This lowball approach to achieving volume without the ability to dispose of the residual materials from the processing was ill advised and indicates that proper research into projected costs was not properly positioned in the sales and marketing effort.

When the potential for on-site, low-cost incineration no longer was a viable option, there was no way to reverse potential downside economics.

It is our understanding that after Region VII EPA issued compliance orders Rose Chemical was unable to conform to, all of the above factors contributed to a decision to cease operation on or about March 11, 1986.

Having heard from industry sources of Rose Chemical's dilemma and being desirous of branching out in the Midwest, ETI set a course to actively manage the Rose facility with the intention of remediating the over-capacity and site environmental problems. Once that complete remediation is completed, it is ETI's intention to pursue permitting and ongoing operation of the Rose facility. This would be done with the guidance of Region VII EPA officials.

ETI is not financially associated with Rose Chemical in any way, nor has ETI ever sent material to the facility. Actually, ETI represents some of the PRP's at Rose Chemical while acting in a consultant capacity for these particular generators.

The goal of ETI is to adapt an opportunistic approach to site remediation at a erasonable profit and then develop an acquisition thrust for the physical assets at Rose Chemical.

At the onset, several members of the defunct Rose Chemical Sales and Marketing staff were retained to maintain some continuity of sales and service. The relationship proved to be less than mutually desirable and ETI's association with the former Rose Chemical Sales Staff was terminated on April 30, 1986.

ETI maintains an office as a separate entity at the Penntower Office Building, Suite 660, 3100 Broadway, Kansas City, Missouri 64111, operating wholly separate and apart from Rose Chemical. Telephone inquiries to Rose Chemical regarding the facility are being forwarded to ETI personnel as a part of the project management agreement.

A detailed site remediation concept now follows in keeping with ETI's plan to properly manage the removal of inventory and cleanup of the facility.

1.0 CONTRACTOR'S QUALIFICATIONS

Corporate Structure

Environmental Technology, Inc. was incorporated in March of 1984 under the laws of the State of New York, and in July of 1985 under the laws of the State of Delaware.

The Officers

Philip E. Badame Kenneth J. Kulinowski

Steven R. Kay John F. Papsidero

Departments

1. Ron Prohaska

2. James L. Margolin

3. Michael Brady

4. Gerald Baryza

5. Frederick Niles

6. Susan C. Eliah

7. Donald R. Seymour

8. Randali Tarbell, II

President

Vice-President - Disposal Services Vice-President - Special Services

Vice-President - General Counsel

Manager - Operations Senior Project Engineer Manager Technical Services

Project Manager Project Supervisor

Environmental Consultant - Disposal

Environmental Consultant - Groundwater

Environmental Consultant - Asbestos

Company Services

Environmental Technology, Inc. utilizes both in-house and subcontracted capabilities to offer industry and the government a full range of services and expertise in the treatment, processing, and disposal of chemical and hazardous waste. The basic services currently offered by Environmental Technology, Inc. follows.

Environmental Consultation

ETI personnel follow a logical progression to determine a generator's individual requirements. After an initial site visit, ETI develops a comprehensive proposal outlining the quantity, quality, and character of each waste generated along with the solutions to each problem. Each proposal includes a detailed physical description of the existing storage, handling, treatment, and disposal practices available. After carefully evaluating this information, ETI will provide recommendations for those actions necessary to bring a generator into compliance with the regulations.

Environmental Technology, Inc. provides consulting services to industry and government for such purposes as developing a sound waste management plan, determining the nature of specific hazardous wastes, providing environmental compliance information and technical assistance.

Field Services

ETI provides complete services necessary to investigate and clean up industrial pits, ponds, lagoons, and underground storage tanks. ETI offers complete on-site assistance in the collection, evaluation, and packaging of a generator's hazardous waste. Proper labeling and suggested storage techniques are provided as well as sampling and analysis in order to determine and recommend the proper methods for treatment and disposal.

Groundwater Investigations

ETI is available to provide complete groundwater investigation contractor services throughout the continental United States. These services include soil sampling, rock coring, monitoring well installation, large and small diameter rock holes, and wells up to 24° diameter. Experienced personnel and diversified equipment allow work to be completed on such jobs as landfills, surface impoundment closures, abandoned chemical waste dump sites, factories, LUST (Leaking Underground Storage Tank) sites, recovery projects, and groundwater studies.

Waste Site Remedial Action

ETI will investigate waste sites and determine those services required to properly remediate the area. ETI will then provide excavation, drum staging, waste characterization and waste removal.

On-Site Laboratory Services

Waste Characterization can be provided by on-site laboratory equipment and personnel. Approved and accepted test methods are utilized to determine preliminary waste data. Laboratory equipment can be altered or exchanged to complete an in-depth analysis on each waste.

Transformer Decommissioning and Retrofill

ETI will prepare each unit for transport to the disposal facility. Preparation will include draining or sealing of the unit as required. ETI will load the unit onto the transport vehicle and supervise the securement.

ETI will provide the service of retrofilling PCB units, and provide proper replacement fluid. ETI will manage disposal of the drained PCB fluid as part of our services.

Chemical Laboratory Clean-Up

ETI will inventory stored chemicals and properly package unused or out-of-date materials to ready them for disposal. Inventory lists will be kept according to disposer guidelines and disposal will be coordinated through ETI.

Project Management

ETI will provide professional construction management personnel to oversee and manage project utilizing the individual capabilities of industry leaders in such areas as Health and Safety, Analytical, Excavation, Decontamination, Transportation and Disposal. ETI will assist these industry leaders to effect a professional and cost-effective clean up.

Asbestos Removal and Encapsulation

ETI can provide safe removal or encapsulation of asbestos insulation or ceiling tiles utilized in many older building structures. Throughout the course of the project, air monitoring is provided. Post-removal or encapsulation air quality is performed as part of our service.

Off-Shore Remedial Recovery

ETI is also available to provide experienced personnel for off-shore oil spill containment and clean up including necessary boats, booms, absorbent materials as prime contractor or sub-contractor.

The Management of ETI constantly seeks to keep abreast of the latest changes in Federal, State, and local regulation. On-site personnel maintain a close liaison with the Federal and State agencies in order to be advised of any new regulations or changes in existing regulations.

The management personnel of ETI have worked for years in the hazardous waste industry and have had constant exposure to the pioneers in the industry and they are, themselves, considered to be members of this group. Resumes are available upon request and a list of references is attached.

ENVIRONMENTAL TECHNOLOGY, INC. EPA ID #NYD981142276

TRANSPORTATION AND HEAVY EQUIPMENT

ETI has entered into agreements with several heavy equipment contractors and hazardous transporters, each a specialist in its field. As a result, ETI can muster a fleet of trucks, including flat beds, dump, rolloff, and box trailers in a matter of a few hours. Similarly, through qualified heavy equipment companies, ETI can provide specialized equipment companies, ETI can provide specialized equipment such as vacuum tankers, PCB dedicated tankers, super suckers, backhoes, forklifts, cranes, dredges, belly scrapers, drag lines, barges, dozers, and front end loaders.

TRANSPORTATION:

- Buffalo Fuel Corporation · Niagara Fall, NY NYD051809952 (Hazardous Waste Transport) NYS9A-098
- 2. Price Trucking Corp. · Buffalo, NY
 NYD046765574 (Hazardous Waste Transport)
 NYS9A-025
- 3. Tonawanda Tank Transport · Tonawanda, NY NYT09764480
- 4. Dart Trucking · Canfield, Ohio OHD009865825
- Delvecchio Sanitation Disposal Service, Inc. Dunmore, PA PAD980714604

HEAVY EQUIPMENT

- 1. \$LC Consultants/Constructor · Lockport, NY
- 2. Rushton Crane Services · Clifton, NJ
- 3. Cuyahoga Wrecking Corp. · Buffalo, NY
- 4. Sevenson Containment Corp. Niagara Falls, NY
- 5. Central NY Industrial Services : Oswego, NY
- 6. Bowser & Morner Inc. Dayton, OH

ANALYTICAL

Recra Research · Amherst, NY

Calecerino's & Spina · Syracuse, NY

HEALTH & SAFETY

Phoenix Safety, Inc. · Phoenix ville, PA

Hazco Inc. · Dayton, OH

DISPOSAL SERVICES AVAILABLE THROUGH ETI

Environmental Technologies, Inc. has disposal agreements with many disposal facilities allowing ETI to use their incinerators, liquid treatment facilities or secure chemical landfills. These facilities are each fully permitted and are operated in strict compliance with health, safety, and environmental standards and with appropriate permits from Federal and State authorities. With more stringent Federal regulations pending, the sites selected for contract use are those ETI considers to have the technical and financial capability, and commitment to compliance. These criteria are most important in ETI sites selection process. Some of these permitted facilities and their capabilities are:

- 1. Frontier Chemical Waste Services · Niagara Falls, NY NYD043815703 (Fuel Blending, Treatment)
- 2. SCA Chemical Services · Model City, NY
 NYD049836679 (Secure Landfill, Treatment, Storage/Transfer,
 Fuel Blending)
- 3. SCA Chemical Services · Newark, NJ
- 4. CECOS International · Niagara Falls, NY NYD080336241 (Landfill/Treatment)
- CECOS International · Williamsburg, OH OHD087433744
- 6. Modern Disposal · Youngstown, NY
 NYD051817682 (RCRA Non-hazardous waste)
- 7. Nelson Industrial Services Detroit, MI MID098011922 (Reactive Waste)
- 8. Fondessy · Toledo, OH PAD980554893 (Secure landfill)
- 9. Wayne Disposal · Wyandotte, MI MID09663194 (Secure landfill)
- GSX · Pinewood, SC SCD070375985 (Secure landfill)
- 11. SCA Chemical Services Chicago, IL IL000672121 (Incineration)
- 12. SCA Chemical Services Fort Wayne, IN IND078911146 (Secure landfill)
- 13. Norlite, NY · Cohoes, NY
 NYD080469935 (Low grade fuel blending)
- 14. Clean Harbors · Braintree, MA MAD053452637 (Solvent recovery)
- 15. Waste Conversion Hatfield, PA PAD085690592 (Liquid waste treatment)
- Modern Disposal Inc. · Model City, NY NYD051817682 (Industrial landfill)

PROJECTS COMPLETED BY ENVIRONMENTAL TECHNOLOGY, INC.

Mid Atlantic Refinery Services #6 Oil Spill - Delaware River September - October, 1985

N.Y.S.D.E.C. Clay, NY Reactive Chemical Waste Removal (2 projects) September, 1985

City of Buffalo
Drum removal - 800 drums
October - November, 1985

Union Carbide Corp.
Linde Division
Tonawanda, NY
Hazardous waste removal (3 projects)
November 1985 - Present

URS Company, Inc.
Fulton Terminals
Clothier Site
Drum removal, staging, sampling, and waste characterization (2000+ drums)
November, 1985 - January, 1986

Yellow Freight Motor Lines Buffalo, NY Vehicle decontamination December, 1985

N.Y.S. D.O.T. Albany, NY Statewide drum removal (43 sites) January, 1986 - Present

City of Dunkirk, NY Dunkirk, NY PCB remediation April, 1986

West Seneca School District
West Seneca, NY
Removal of package laboratory chemicals
April, 1986

City of Syracuse School District Syracuse, NY Asbestos removal, Project Management March 1986 - Present

PHILIP E. BADAME

EDUCATION

B.S. Physics - Niagara University 1963
Business Management - University of Alaska 1966
Civil Engineering - US Army Engineers School 1967

EXPERIENCE

1984-Present

PRESIDENT - Environmental Technology, Inc.

Founder of ETI; responsible for overall director and supervision of the company.

1981-May 1984

EXECUTIVE VICE PRESIDENT - Envirosure Management Corporation Responsible for marketing and field operations on a nationwide basis; directed efforts of environmental consultants; prepared government bids and secured 4.3 million in government contracts in 1984; provided training and technical advice and assistance to field personnel, formulated and established new corporate policies and procedures; provided all engineering support and assistance at the corporate level; was responsible for hazardous waste activities and site restoration techniques.

1971-1981

PRESIDENT AND CEO - PEB Land Developments, Inc.

Responsible for the coordination and direction of this very diversified corporation; the operating divisions included Realty World, a residential real estate sales company; Florida Resort Properties, a New York based commercial and residential real estate marketing concern representing the Deltona Corporation and the Lehigh Corporation, both of Florida; Nashville Enterprises, a restaurant and motel complex; and a commercial construction company which operated under the name of the parent corporation.

1970-1972

VICE PRESIDENT - Bullock, Badame and Kirisitz, Inc.

Responsible for the management of the mortgage department employee training, corporate policy, marketing and advertising; organized the first successful real estate franchise operation in Western New York.

1968-1970

PRODUCT DEVELOPMENT ENGINEER - Litton

Industries (Hewitt Rubber Div.): responsibilities included the development of industrial hose products, market definition and development, preparation of technical bulletins and sales brochures, instruction at seminars and corporate schools, technical liaison with field sales force.

MANAGER, CONTRACTS ADMINISTRATOR

Responsibilities included the preparation and submission of proposals for both civilian and government procurement, administration of awarded contracts, development and adaptation of product specifications, coordination and liaison between the technical department, production department, quality assurance department and the procuring corporation or government agency.

1964-1968

CAPTAIN: US ARMY CORPS OF ENGINEERS

Deputy Post Engineer - Fort Wainwright, Alaska. Responsible for all phases of vertical and horizontal construction, facilities maintenance, property management (1500 residential units), procurement, fire protection and fire prevention, directly supervised a skilled labor force of 150 personnel.

Assistant Division Engineer - Americal Division, Republic of South Vietnam. Responsible for coordination of engineer activities in I Corps area of operations. Company Commander - D Company, 39th Combat Engineers. Constructed 70 km. of improved roads through the Que Son Valley during the 1968 TET offensive, constructed four timber bridges, two schools, a church and a community center; responsible for the construction of numerous fortifications and housing

structures.

KENNETH J. KULINOWSKI

EDUCATION

Eric County Technical Institute · Williamsville, NY 1962 - A.A.S. - Business Finance and Marketing

MILITARY

Veteran - U.S. Marine Corps. 1957-1960

EXPERIENCE

1985 - Present

VICE-PRESIDENT, SALES
Environmental Technology, Inc.

Responsible for all sales and special project coordination.

1978 - 1985

DISTRICT SALES MANAGER - Northeast

SCA Chemical Service, Inc.

Responsible for managing all sales effort in Northeast USA relating to hazardous waste disposal. Responsible for \$26,000,000 revenue budget.

FACILITY SALES MANAGER - Model City, NY

Responsible for managing sales effort in hazardous waste disposal activity for this major facility. Responsible for \$16,000,000 revenue budget.

SR. TECHNICAL SALES REPRESENTATIVE - Model City, NY Managed sales territories encompassing western Pennsylvania and most of New York. Major account activity and project revenues exceeded \$5,000,000 annually.

1977 - 1978

TECHNICAL SALES REPRESENTATIVE

Dubois Chemical, Cincinnati, Ohio

Responsible for sales, service and maintenance of territory involving specialty chemicals and solvents.

1973 - 1977

TECHNICAL SALES REPRESENTATIVE

National Chemsearch, Irving, Texas

Responsible for Buffalo, NY territory. Sales, service, maintenance and development of Buffalo market.

1967 - 1973

DISTRICT SALES MANAGER

Wine Merchants Ltd., Buffalo, NY

Held positions of Area Sales Manager, Operations Manager, and Licensed Sales Representative during six year tenure.

STEVEN R. KAY

	EDUCATION	A.S.B. Management - Potsdam State University of NY - 1969					
		Hotel Management School - Miami Beach, FL					
	EXPERIENCE						
	1985 - Present	VICE-PRESIDENT, SPECIAL SERVICES Environmental Technology, Inc. Responsible for all Field Operations nationwide.					
	1984 - 1985	REGIONAL MANAGER FOR PROJECT DEVELOPMENT Chemical Waste Management, ENRAC Division Responsible for all sales efforts regarding Field Services in the Northern Region.					
	1983 - 1984	NATIONAL SALES MANAGER SCA Chemical Services - Special Services Division Responsible for all sales efforts involving Field Services.					
,	1982 - 1984	SENIOR TECHNICAL SALES REPRESENTATIVES SCA Chemical Services, Inc. Responsible for sales in Waste Disposal Services in Central and Northern New York, Eastern Ontario, and Quebec, Canada. Responsible for sales of Project Development for entire Northeast Region.					
	1981 - 1982	TECHNICAL SALES REPRESENTATIVE SCA Chemical Services, Inc. Responsible for sales of Waste Disposal Services in Central and Northern New York, Eastern Ontario and Quebec, Canada.					
	1980 - 1981	PRESIDENT Kay Pollution Services, Inc. Responsible for entire corporation activities.					
	1975 - 1979	VICE-PRESIDENT - SALES & MARKETING Sealand Restoration Inc. Responsible for oil spill cleanup, marine salvage, hazardous waste management and hazardous site remediation.					

1.00

RONALD J. PROHASKA

Work Experience

1986-Present

ENVIRONMENTAL TECHNOLOGY, INC.

Manager of operations, responsible for pricing of projects, coordinating the scheduling of personnel, equipment, transportation and disposal.

March 1984-1986

CECOS ENVIRONMENTAL, INC.

Project Manager

Responsible for Buffalo, New York and Chicago, Illinois district office anf field operations to include the administration, accounting, project set up, safety, sales, contracts, proposal writing, warehouse operations, immediate supervisor to five (5) project supervisors and seventeen (17) field chemical technicians.

May 1980-February 1984

CECOS INTERNATIONAL, INC.

Special Environmental Services Division - Project Supervisor Supervisor Emergency Response Team - responsible for implementation of emergency response capability for company. Designed response unit, ordering equipment, training of personnel in use of specialized equipment and response techniques, public relations and marketing of capabilities to service industry and other emergency agencies.

Project Supervisor - responsible for on-site project operations, supervision of personnel, site safety, insured company compliance with governmental regulatory agencies, project finance, equipment operations and maintenance.

May 1977-May 1980

U.S. Army - Honorable discharge 1980 - Rank SP4

EDUCATION

Situational Leadership Course

J. T. Baker Seminar

Oil and Hazardous Materials Response School, Texas A & M U.S. Army Aberdeen, MD - Chemical and Explosive Ordinance School

Graduated second in class of 35 North Tonawanda Senior High School - graduate

1975

JAMES L. MARGOLIN

Senior Project Manager · Environmental Technology, Inc.

EXPERIENCE

1973-1984

SCA CHEMICAL SERVICES, INC. · Lyndhurst, NJ

V.P., General Manager of Special Services Group

Responsible for Chemical Group revenues and profits associated with Special Service activity. Responsibilities involve planning, development and administration associated with the off-site remedial restoration. This group is presently actively engaged in major cleanups of lagoons, abandoned waste sites, PCB transformer decommission and exhumation of contaminated soil as well as buried hazardous waste barrels throughout the Midwest, New England and Mid-Atlantic Regions. This job also entails complete operational responsibilities as well as a high percentage of time committed to Corporated selling efforts.

V.P., and Northern Regional Manager

Responsibilities covered the revenues and profitability of the Newark, Braintree and Model City facilities. Responsibilities also included planning and performance of all operating functions and included sales, financial control, administration, customer service, capital equipment authorization, maintenance of all site equipment and employee relations.

V.P., Director of Operations

Responsible for all profit and loss for the entire Chemical operating group. This position required administrative efforts associated with all business functions.

V.P., General Manager, Newark Facility

Responsible for planning, directing, managing all operating functions of the Newark hazardous waste treatment facility. These administrative responsibilities included sales, marketing, finance, customer service, scheduling and employee relations.

1984-Present

Independent Consultation and Project Management for various contracting, engineering, and private industrial firms.

MICHAEL F. BRADY

EDUCATION

SUNY at Buffalo - Chemistry Major

Erie Community College - Liberal Arts Studies

EXPERIENCE

1/86 to Present

CHEMIST - Environmental Technology, Inc.

1984 - 1986

CHEMICAL LABORATORY TECHNICIAN - Recra Research Buffalo, New York

Primary report writer, laboratory waste manifestation, sample custodian. Performed qualitative and quantitative analysis for various companies, (Occidental Petroleum, Durez, DuPont, Xerox, etc.) Wet

chemistry and environmental analysis.

TOMS RIVER, NJ

Mobile laboratory in-site analysis of extractions from a landfill at Ciba Geigy. Sampling and testing same for hazardous waste assessments and proper disposal.

HUNTSVILLE, AL

In-site sediment sampling, surveying and profiling contaminated Redstone Arsnal creeds and rivers, (Hudson Spring Branch and Indian Creek).

SOILS LAB TECHNICIAN

Utilizing consolidometer, sedigraph, unconfined repression, specific gravity, Atterburgs, Moisture Content, TVR and Grain Size.

Other jobs included surveying, profiling various NYS Superfunds for consulting, ordering Lab supplies, GC HP 5840 Repairs and Maintenance.

PROJECT EXPERIENCE

CIBA-GEIGY: Toms River, NJ Clothier Site: Fulton, NY

GERALD BARYZA

EXPERIENCE

1985 - Present

OPERATIONS MANAGER

Environmental Technology, Inc.

Responsible for everyday coordination of Field Crews involving scheduling, arrangements for supplies, trucking and specialized equipment which each job requires. Interfaces with clients, regulatory personnel and disposal facilities to ensure smooth and efficient

completion of every job.

1983 - 1985

CREW CHIEF

Envirosure Management Corp.

Responsible for all on-site activities involving the removal of hazardous wastes (solids and liquids). Extensive experience throughout the United States manifesting, scheduling transportation and specialized equipment (i.e., cranes, lift trucks, etc.) as well as interfacing with client and regulatory personnel to satisfactorily complete work. Experience includes work for NYS E & G, Westvaco, Globe-Albany and the U.S. Government.

1977 - 1985

MILLWRIGHT

Ferro Corporation

Extensive experience in Hydraulics, plumbing, structural work, fabrication, burning, welding, elevator repair, industrial conveyor repair, pump repair, hyster repair and preventative maintenance. Often performed all required maintenance on second and third shifts.

1971 - 1977

MILLWRIGHT

Ramco Steel Corporatio.n

Responsible for general maintenance, mechanical repair, carpentry, concrete, roll changing and overhead crane maintenance, including cable changes, rail and bearing changes.

FREDERICK NILES

EDUCATION

A.S.B. NYS Agricultural Technical Institute - Canton, NY - 1953 NYS University at Albany, Math & Chemistry concentration, 1958-1960 Jefferson Community College - Watertown, NY. Business Management, 1969 Oswego BOCES - Oswego, NY. Accounting, 1979.

EXPERIENCE

1985 - Present

ENVIRONMENTAL TECHNOLOGY, INC. - North Tonawanda, NY

Responsible for the day-to-day operation of crews on large hazardous waste cleanup projects. Coordinates disposal and transportation of wastes as well as procuring equipment and supplies for specific projects. Ultimately responsible for training, health and safety and administrative functions on the job site.

1983 - 1985

LEO LEVITON CO., INC. - North Syracuse, NY

Sales Representative: responsible for designed and implementation of sales projects regarding chemical cleaning and janitorial supplies for industry.

1982 - 1983

SCA CHEMICAL SERVICES - Model City, NY

Security/Safety Officer: Initiated and maintained security protocol for hazardous waste facility and on-site industrial projects. Trained personnel in the proper handling of hazardous waste. Conducted training and fit tests for protective breathing apparatus and emergency medical procedures. Developed comprehensive evacuation and communication procedures with local fire, law enforcement, disaster organizations, and hospitals for rapid reporting, response and treatment in the event of a large scale Chemical Spill, explosion or emission of toxic vapors.

1976 - 1982

SEALAND RESTORATION - Division of Sealand Industrial Services Hannibal, NY

Manager, Operations: Responsible for emergency and remedial field operations and on oil and hazardous material cleanup projects. Performed negotiations with State, Federal and Local regulatory agencies to provide a cohesive cleanup effort in the field. Procured materials, supplies, as well as providing administrative payroll and billing documentation for assigned projects. Instructed personnel in Health and Safety procedures for handling hazardous waste.

SUSAN C. ELIAH

EDUCATION

Business Major - Niagara County Community College - 1981 A.A.S. Medical Laboratory Technology - Eric County Comm. College 1977

CERTIFICATION Certified Medical Laboratory Technician by the American Society of Clinical Pathologists.

EXPERIENCE

1985 - Present

ENVIRONMENTAL CONSULTANT

Environmental Technology, Inc.

Responsible for overall guidance of regulatory compliance as it relates to customers and in-house personnel. Manage off-site personnel and supervise work performed. Other responsibilities include supervision of Environmental Technology, Inc. and subcontracted laboratory services, approval process for various wastes for disposal, and contributing to the preparation of major proposals and/or sales.

1978 - 1985

TECHNICAL REPRESENTATIVE

Chemical Waste Management, Inc.

Responsible for sales throughout Western New York and Central Pennsylvania, with all types of private industry with toxic or nuclear waste needing processing and disposal. Covered Eastern New York State and Montreal, Canada. Responsible for preparing major quotations and personally handled the largest account in the Northeast Sales District.

SALES TRAINEE

Worked with other sales representatives, gaining exposure to customer on a one-to-one basis. Conducted all site audits (inspections) made by present and potential customers. Had primary responsibility for training new sales representative in the waste acceptance process, and environmental compliance laws and regulations. Had additional responsibilities for Inside Sales, writing sales and marketing reports, and setting up guidelines currently in use for customer information packages and methodology.

CUSTOMER SERVICE REPRESENTATIVE

Provided inside sales support to six sales representatives and over 300 customers. Was the focal point of any on-site information; coordinated calls and customer requests; completed all appropriate paperwork. Acted as liaison between lab, sales, customers, chemical waste environmental groups, engineers and plant personnel.

OUALITY CONTROL TECHNICIAN

Started in the laboratory as one of six quality control people involved in reviewing the waste add-up, reviewing analysis of sample testing, PCB analytical testing, and environmental testing of the 850-acre site.

DONALD SEYMOUR

EXPERIENCE

1985 - Present

ENVIRONMENTAL CONSULTANT

Environmental Technology, Inc., N. Tonawanda, New York
Responsible for Project Design, bidding, and coordination assisting
client with a complete turn-key approach to any environmental problem.
Extensive interfacing with clients and field operations, personnel
ensuring constant communication on projects to coordinate the
successful completion of projects.

1983 - 1985

MANAGER WATER POLLUTION DIVISION

Rochester Drilling Co., Inc., Rochester, New York
Coordinated total turn-key operations for surface and subsurface
investigations and cleanups. Have worked closely with clients and
regulatory agencies to implement new cost reducing and environmentally
sound cleanup methods on projects. Performed cleanup work throughout
New York.

1982 - 1983

FIELD SUPERVISOR

New England Pollution Control Co., Batvia, New York
Responsible for the supervision and coordination of work crews on
emergency and remedial surface and subsurface spills. Performed
manifesting and scheduling of equipment and transportation on many
projects throughout New York State.

CUSTOMER REFERENCE LIST:

Allan Coombs, Manager McConnell Mfg. Co. Prattsburg, NY (906) 522-3701

Dallas Embling, Manager Cheoron USA Rochester, NY (716) 235-2180

John Brenessel, Engineer NYS DOT Region #4 Rochester, NY (716) 427-7750 Joseph T. Mileth, Engineer NYS DOT Region #8 Hornell, NY (607) 324-1900

Bruce Finster, Engineer NYS DEC Region #8 Avon, NY (716) 226-2466

Ms. Tina Smith, Env. Consultant Environmental Resources Management Westchester, PA (215) 696-9110

H. EUGENE HARRALL

EDUCATION

Brown University, Providence, Rhode Island. 1950-1953

Left to enter US Army

University of Denver, Denver, Colorado. B.S.B.A. Hotel and Restaurant

Management (1959).

Two Dale Carnegie Management Courses between 1969 and 1972.

EXPERIENCE

1985 - Present

PROJECT ADMINISTRATOR

Environmental Technology, Inc.

Responsible for day to day adherence to project invoicing, payroll, regulatory compliance and all other project administrative functions.

1982 - 1985

STORE MANAGER, ASST. STORE MANAGER, and POSITIONS IN CORPORATE OFFICES

Lowe's Companies, Inc., North Wilksboro, North Carolina

Store Manager of stores located in Maryland, Indiana, and Pennsylvania. Store managerial responsibilities included sales, sales training, advertising, personnel, inventory control, budgeting, expense control and evaluation and administration of customer credit. Corporate responsibilities included administration of retail sales policies, liaison between sales and purchasing, new store construction, and

establishment of a New Produce Review Committee.

MAJOR PROJECTS

9/84 - 12/84 International Business Machines Corporation, Poughkeepsie, New York. Supervised project to its conclusion.

6/84 - 12/84 Kingston Steel Drum Project, Kingston, New Hampshire.
Supervised from inception to conclusion.

1/84 - 5/84 Pitt Control, Newark, New Jersey.

This project has been in progress for five months with little organized administration. Initiated appropriate policies and procedures, and saw

project to its conclusion.

RANDALL TARBELL II

EDUCATION

Colgate University

B.S. Business Management

MILITARY

None

EXPERIENCE

1986

ENVIRONMENTAL CONSULTANT

Environmental Technology, Inc.

Specializing in Asbestos Abatement Projects

1978 - 1986

CONSTRUCTION SPECIALIST

Sullivan Sales, Inc. - Buffalo, New York

Responsible for design, sales, and installation of commercial windows.

1972 - 1978

NATIONAL SALES MANAGER

Leigh Systems, Inc.

Responsible for distribution of Avionics Instrumentation.

1968 - 1972

ELECTRO MECHANICAL DESIGN ENGINEER

Leigh Systems, Inc.

MISCELLANEOUS

Asbestos Abatement Training Program

Certified Supervisor

White Lung Association of New Jersey

2.0 SCOPE OF WORK

The overall scope of work at the Rose Chemical Site on Holden, Missouri, simply stated, is to bring the facility back into compliance by removing and properly disposing of out of date PCB contaminated waste materials which have previously been shipped to Rose Chemical by generators and transporters from all over the country.

The bulk of the waste is out of date PCB electrical equipment in various phases of processing, i.e., Transformer draining/flushing, Capacitor coring, etc. The waste is haphazardly scattered throughout several warehouses with a combined square footage of over 200,000 feet. There are tanks of oil, drums of oil, capacitor cores, debris and other miscellaneous items. Transformers, boxes of waste, etc. All of this material requires identification, possible processing, staging, shipment and disposal.

Prior to the startup of any removal certain areas of the facility must be upgraded to meet certain Health & Sasety and SPCC regulations.

2.1 PROJECT ORGANIZATION

the project management team will be headed up by the corporate management group of ETI, each of whom has a great deal of experience in his particular area of involvement. Project Management is broken down into two distinct categories, those being, on-site and off-site. On-site management refers to the local Project Manager assigned to the project, while off-site management refers to the corporate support provided by the Corporate Management Staff.

- 2.1.1 Off-site Project Management at the Rose Chemical Site will be under the supervision of the following:
- 2.1.1.1 Philip E. Badame, President of ETI, will oversee all generator liaison and negotiations, including financial, contractural, and insurance affairs.
- 2.1.1.2 Kenneth J. Kulinowski, Vice President of ETI, will oversee all disposal operations and transport activities, including pricing, contracts, capacities, etc. The complexity of disposal needs at the Rose Chemical Site requires the full time attention of a dedicated professional capable of understanding such a situation and responding in kind.
- 2.1.2 On-Site Project Management at the Rose Chemical Site will be under the supervision of the following:
- 2.1.2.1 Steven R. Kay, Vice President of ETI Special Services will provide General Project Management of the Rose Chemical Remediation Project. With 12 years of handson experience in site remediation, including such projects as the NEPCO 140 Oil Spill, in 1976 The Pollution Abatement Services Site in Oswego, NY, and the Love Canal Remedial Project in Niagara Falls, NY, Mr. Kay will be assisted by the following:
- 2.1.2.2 Administrative Manager Donald Seymour
- 2.1.2.3 Operations Manager Gerald Baryza
- 2.1.2.4 Laboratory Manager Michael Brady
- 2.1.2.5 Health & Safety Manager Frederick Niles

2.2 APPROACH

ETI has devised a four phased approach to the Rose Chemical Remedial Project which is discussed in greater detail in section 3.0 titled Technical Approach, the following will outline this four phased approach:

2.2.1 Inventory

A multi-faceted, all encompassing inventory will be undertaken to determine exactly what materials are at the site and who they belong to.

2.2.2 Removal - Identifiable Generaters Waste

All materials which can be identified and traced to a specific generator will be processed (if necessary), removed and disposed of.

2.2.3 Removal - Unidentifiable Waste & Residue

All unidentifiable waste, residual waste, processing byproducts, spill cleanup debris, etc., will be removed under this phase for disposal at the proper predesignated TSDF.

2.2.4 Building Decontamination

This phase includes the removal of insulation from ceilings, residues from walls and any contamination which may have permeated the concrete flooring.

3.0 TECHNICAL APPROACH

As outlined in the Scope of Work, the remedial approach to this project is broken down into 4 phases, as follows:

Several areas of concern which must be addressed:

- 1. One emergent area is that of the storage tanks outside the building and the discharge berms which must be upgraded. The two loading bays presently existing will be bermed off and lined to be used as decontamination pads as well as loading bays with a spill catch basin, etc. The present berm area will be scraped clean then poly lined with a center drain and a protective layer of gravel.
- 2. The personal decontamination chamber and clean room will be completed to meet the needs of personnel entering and leaving the site.

3.1 Phase I

Phase I includes the inventory, identification, segregation, and characterization of wastes present at the Rose Chemical Site. There are several reasons for undertaking such an in depth inventory. The information gathered during this phase will be used throughout the balance of the remedial project to determine a fair and equitable breakdown of costs, not only for removal of a given generators identifiable material, but also the handling and removal of residual or unidentifiable wastes, as well as the final building decontamination.

Phase I will be undertaken by ETI in a multi faceted manner in order to cross reference and verify findings, as well as to create a set of checks and balances that will lend credence to the final report which will be used to apportion costs and provide backup documentation for disposal. This multi faceted approach is necessary due to the haphazard storage of materials throughout the warehouse.

3.1.1 Paper Search

ETI, under its Management Agreement with Rose Chemical, has been granted free and easy access to the manifest records of Rose Chemical. This manifest information, together with other internal documents will shed a great deal of light on what was received, from whom, where it went, and when. All of this information will be documented on an on-site computer for future cross reference with information gathered during the physical inventory.

To date, approximately 200 generators representing some 600 manifested loads have been documented. Those generators are presently being contacted by ETI for comment. As new generators are located or discovered they will be added to the list and notified either by mail, phone, or personally by ETI.

The information gathered during this phase will provide the basis upon which a fair and equitable determination can be made with regard to each participants financial liability for costs incurred to properly inventory the waste materials at the Rose Chemical Site.

3.1.2 Physical Inventory

Drums, boxes (both steel, and wood), and bags of capacitor cores and casings, transformer carcasses, drums of oil, intact capacitors and other miscellaneous wastes literally fill the entire warehouse from wall to wall and floor to ceiling. Thus, a physical inventory, although difficult, is necessary in order to properly determine the overall inventory present at the site. The physical inventory will address every item in the warehouse. All data gained during this inventory will also be entered into an on-site computer and the data compared with that of the paper search inventory. Again, any generators not surfacing in the paper search will be added to the list and contacted by ETI.

ETI intends to carry the physical inventory one step further and actually segregate and stage the identifiable material in such a matter as to be able to begin making shipments of waste materials to the designated TSDF's as soon as financial arrangements are complete.

3.1.3 Analytical Inventory

Once material has been properly identified and staged, each item will be opened and sampled following the proper protocols for such activity. Physical integrity of each container shall be noted, and the physical appearance of the waste shall also be noted. A chain of custody form shall be started and samples sent to the lab for analysis as outlined in section 4 of this proposal.

This phase of the inventory will confirm that the material shipped was in fact the material that was to have been shipped to Rose Chemical under the original contract. Any deviations resulting in an added cost of disposal will be passed on to the generator in question.

This plan is also necessary to meet the analytical requirements of the disposal facilities as outlined in section 3.6 of this proposal entitled Disposal Operations.

3.2 Phase 2 - Removal of Identifiable Wastes

Upon completion of the Inventory phase, all generator identifiable waste will have been located, identified, segregated, staged, sampled, and characterized. It will then be possible to advise each generator as to the cost of removal, transportation and disposal of this waste materials from the Rose Chemical Site, including any processing charges necessary to prepare the material for shipment, i.e. capacitor coring or transformer flushing.

3.2.1 Transformers

Transformers not requiring flushing will be shipped out immediately, those requiring flushing will be the next area to be addressed. This will open up approximately one third of the warehouse floor space.

3.2.2 Metal Fabrication Equipment

Metal Fabrication Equipment presently at the site will be decontaminated and removed by American Steel Corp. at no expense to the generators. This equipment is still the property of the present owner.

3.2.3 Capacitor Cores

Capacitor cores requiring repacking for transportation and disposal will be recontainerized and transported to the proper TSDF for disposal.

3.2.4 Intact Capacitors

Intact capacitors will be cored and separated, cores will be packaged for disposal, oils will be shipped either for disposal or reclamation, and the casings for either scrap or disposal.

3.2.5 Miscellaneous and Debris

Miscellaneous and debris will be repackaged if necessary and shipped for disposal.

3.2.6 Tanks

Water will be removed from the bottom of tanks, tanks will then be agitated prior to sampling and analysis. Oil will then be pumped out and shipped either for disposal or reclamation depending on analysis.

3.2.7 Oil in Drums

Oil in drums will be analyzed for compatibility. Compatible drums will be bulked for shipment either to a disposal facility or for reclamation depending on analysis.

3.2.8 Empty Drums

Empty drums will be crushed on-site and shipped for disposal in bulk.

NOTE: All disposal will be in accordance with section 3.6 of this proposal entitled "Disposal Operations".

3.3 Phase 3 - Removal of Residual Waste

Upon completion of removal of identifiable generator waste, a large volume of waste materials will remain, these are generally waste products from Transformer and Capacitor processing which took place at Rose Chemical. Also included are spill cleanup materials and debris which has built up over years of operation, and capacitor cores, and miscellaneous oils which are unidentifiable, and therefore not traceable to a specific generator.

Each generators percentage of the total of materials shipped during phase 2 will determine his percentage of liability under phase 3 and 4.

The actual operation under phase 3 will not vary from that of phase 2 except that Rose Chemical will be the generator of record.

Actual volume of waste present will have been established under phase I therefore cost will be a matter of calculating the known volumes by the current pricing at the varying TSDF's.

Phase 4

3.4 Surficial Cleaning

Surficial cleaning will take place in a multi-phased manner that will cause contaminants to be removed from the surface prior to the employment of any cleaning techniques or methodology that could possibly drive the contaminants deeper into the concrete. The following is a cost efficient and expeditious approach to the removal of PCB contaminants as well as paints and other grit and dirt buildups present not only on the floors but also on the pillars, walls, ceilings, and other surficial areas in varying levels.

3.4.1 Concrete Removal

Visually contaminated concrete will be removed utilizing a concrete scarifier in 1/2" lifts. This will be accomplished under "wet" conditions in an effort to minimize any airborne cross contamination or recontamination of surficial areas already cleaned, or not previously contaminated. On all floors known areas of concrete removal will be outlined and addressed prior to undertaking of any surficial decontamination as outlined below.

3.4.2 Bat Insulation Removal

All fiberglass bat insulation will be removed by hand and packaged for disposal.

3.4.3 Step 1

All surficial areas will be swept and/or vacuumed clean so as to be free of any foreign particulate that might impede the cleaning process.

3.4.4 Step 2

All surfaces will be coated with a form containing a solvent based detergent. The foam will keep the cleaner in constant contact with the surface area, while the solvent based cleaner will dissolve and lift the organic film consisting of oils, soots, etc., to which PCB's normally eclude themselves. Surfaces will then be washed down with hot (180°F) water at high pressure (1500 psi).

3.4.5 Step 3

A second coat of foam will be applied, this time containing a caustic detergent. The foam will keep the cleaner in contact with the surface while the caustic removes any paint or organic film left behind by the solvent based foam cleaner.

3.4.6 Step 4

The final phase of decontamination will be accomplished with a high pressure (10,000 psi) water blaster with grit or sand.

3.4.7 High Pressure Water Cleaning

Concrete may be cleaned by directing a concentrated stream of high pressure water at the surfaces. This removes dust, loose particulates, and various chemical contaminants including oils and grease. This process has proven effective in terms of removing residual levels of oils and grease. Its applicability to these facilities is expected to be reliable and operationally efficient.

The equipment consists of a water reservoir that feeds to a positive displacement pump which delivers the water through a nozzle a high pressures. The equipment delivers a water spray at pressures of 10,000 to 14,000 psi. Pressure is adjustable to allow for variations in the surface type being cleaned. The water which is used for cleaning is collected by vacuuming or directed toward sumps.

Prior to use of the high pressure water cleaning, the surface will be foam cleaned with a surfactant, followed by caustic to aid in removal of chemical contaminants such as oils from the porous concrete surfaces. The surfactant serves to emulsify the oil and facilitate its removal during cleaning. This procedure is commonly used in industry and it has a proven record of success. The cleaning mechanism, alone, will be effective in terms of removing visual contamination, dust and loose particulate, thus minimizing future routes of PCB exposure.

The water generated during cleaning is about 22 gallons per minute.

3.4.8 The Interaction of PCB with Concrete Floors

PCB have come in contact with these structures as a result of direct spills and drips, tracking of PCB from spill and drip areas throughout the building, condensation of PCB aerosols and migration and settling of PCB contaminated dust.

In the case of spills and drips, PCB would have moved into the porous concrete by means of liquid flow and capillary action which would spread the PCB through the concrete until the reservoirs of PCB on the surface and in the larger voids in the concrete were exhausted.

The cleanup plan calls for selective removal of concrete contamination by spills and drips. These areas are identified on the basis of location (such as in the transformer room and by inspection of the floor for oil stains. Since these areas will be removed, release of PCB from these areas after the cleanup need not be considered.

The remainder of the contaminated plant surfaces have become contaminated by tracking, aerosols, dusts and/or vapors. The mechanisms have left PCB on the surfaces and in near-surface capillaries as a thin film, discrete microproplets or absorbed to dust particles deposited on the surfaces. Movement of PCB into the interior of these structures, then, would have been by diffusion alone since liquid flow and capillary action require significant continuous liquid phases, which would not be present on these surfaces. Diffusion, in this situation, is dependent on the vapor pressure of the PCB, which for Aroclor 1242/1254 is about 10 mm Hg at 20°C, making it quite a slow process. It is reasonable to expect, then, that much of the contamination of these secondarily contaminated areas will have remained on or near the surface and will be removed by the cleaning program proposed.

3.4.9 Tank Cleaning and Disposal

Indoor tanks will be triple rinsed then final cleaned with a butterworth system using a caustic wash.

Outside tanks will be butterworthed using caustic wash, then dismantled for disposal.

3.4.10 Wash Water Treatment System

It is anticipated that 200,000 gals. of wash water will be created during the decontamination phases of the project. The contamination level of in the washwater is only expected to reach levels of less than 10 ppm.

Given the above, a waste water treatment system has been incorporated in the project proposal for the decontamination of the Rose Chemical facility. The system is made up of 2 receiving tanks, each with a 6000 gallon capacity. Each will be filled with wash water from decontamination procedures or from standing water in the building and/or tanks. Water will be tested according to the QA/QC plan outlined in this proposal to determine levels of contamination prior to being pumped through the pretreatment system which consists of 2 multi-media filtration units and a minimum of 6 activated carbon absorption columns, then into one of three holding tanks for QA/QC testing before being discharged into Holden Sewage System for final treatment.

All discharges will be in 5000-6000 gal. batches after test analysis conclude that PCB effluent discharge parameters have been met, and such analytical results have been logged in the discharge log book indicating the gallonage to be discharged and the PCB level.

If the treated water does not meet discharge parameters it will require treatment and possibly the addition of additional carbon columns until the necessary parameters are successfully met or a determination is made to ship the effluent off-site as discussed in the Disposal section of this proposal.

3.5 Transportation Operations

Because transportation of hazardous waste represents the greatest liability exposure to the owner of the waste it is essential to ensure that all areas of transportation operations are managed and controlled by experienced, knowledgeable, and qualified personnel from a management, administrative, coordinative, and operational perspective.

Tri-State Motor Transport will dedicate the necessary personnel and equipment to properly handle all transportation needs of this project.

3.5.1 The Transportation Phase

The transportation phase of the Rose Chemical Facility is the portion of the project that presents the greatest potential for exposure of the contaminated wastes to the public outside the immediate project area. Off-site transportation activities are extremely critical to efficient project implementation. The key elements of ETI's transportation program include but are not limited to:

- Utilization of DOT, EPA and State licensed and approved vehicles.
- A cooperative on-going training program including familiarization with all relevant aspects of the Rose Chemical site transportation activities and requirements.

- Designation by ETI of a Transportation Supervisor whose responsibility will be to assure that vehicles are scheduled according to the operational requirements of the project.
- Development of an approved routing plan to be strictly adhered to by all transportation vehicles delivering wastes to the designated disposal facility. Alternate routings shall be provided in the unforeseen event that primary routes are unavailable due to closures, inclement weather conditions, etc.
- Sequencing of transportation activities such that vehicles leaving the Rose Chemical site will arrive at the disposal facilities on a schedule basis thus alleviating unnecessary demhurrage charges.
- Notification of state and local traffic authorities to the increased level of waste transportation activities in their respective geographical areas during the on-going remedial actions at the Rose Chemical site.
- Utilization of weigh scales to assure compliance with state weight regulations. Certified scales are available at disposal facilities.
- Inspection of each load prior to departure from the Rose Chemical site to assure that the necessary shipping documents are complete and accurate, the required lining of bulk solids trailers is in accordance with specified procedures, and that decontamination has been properly performed.

3.5.2 Scheduling

Administration of the transportation program is the responsibility of the ETI-Transportation Manager. He is responsible for maintaining all paperwork associated with off-site transportation, including manifest preparation, internal billing, and updating of the transportation log. The Transportation Manager will schedule the required number of trucks for each days loading activities. Trucks will be dispatched on an as needed basis to minimize congestion in and around the Rose Chemical site.

3.5.3Documentation

During peak activities, trucks will be leaving the Rose Chemical site at the rate of 2 to 3 per hour. The manifesting process, therefore, must be handled as efficiently as possible to avoid delays. The system must, however, accurately document the movements of each load of waste until final disposal has been accomplished at the designated, ultimate disposal facility. Regulations specify the required recordkeeping and reporting procedures.

Manifests must be maintained by the generator for 3 years from the date waste materials are shipped from the site. A complete manifest system will be developed to assure compliance with all requirements of RCRA, TOSCA, Federal and State Regulatory Agencies.

3.5.4 Transportation Contingencies

Transportation Operations fall into two distinct categories: on-site and over-the-road. Over-the-road operations are controlled by approved emergency procedures, standard operating procedures, and spill control plans. EPA and DOT have, by regulation, established procedures to deal with accidents and incidents involving the transportation of hazardous wastes which include spill containment, notification, clean-up, and emergency medical procedures. Each drive will be furnished a set of procedures, in the event of an incident, EPA, DOT, and the Respective State require notification. In addition, the driver will be required to notify the ETI Project Manager, a 24 hour number will be provided for this purpose.

3.6 Disposal Operations

Ultimate disposal of waste materials present at the Rose Chemical Site is of primary importance in any effort to bring the facility back into compliance. It is a major concern to both the Regulatory Agencies and Generator involved. In that regard, ETI has developed the following list of proposed disposal facilities to manage the ultimate disposition of said wastes.

ETI has negotiated National Brokers Agreements with all of the following, and have letters of intent from most for the Rose Chemical Project.

3.6.1 Bagged Capacitor Cores:

3.6.1.1 SCA Chemical Services, Division of CWM
Chicago, Illinois EPA ID# IL000672121
(An EPA Regional V TSCA-approved incinerator for destruction of PCB)

3.6.2 Transformer Carcasses:

3.6.2.1 US Ecology
Beatty, Nevada EPA ID# NVT330010000
(An EPA Region IX TSC-approved securé landfill for disposal of PCB solids)

3.6.2.2 Chemical Waste Management
Emelle, Alabama EPA ID# ALD000622464
(An EPA Region IV TSCA-approved secure landfill for disposal of PCB solids)

3.6.3 Capacitors:

3.6.3.1 ENSCO (Energy Systems Co)

El Dorado, Arkansas:

EPA ID # ARD069748192

EPA ID # A1D000772301

(An EPA Region VI TSCA-approved shredding operation and incinerator for destruction of PCB)

3.6.3.2 P.C.B. Inc.

Kansas City, Missouri

EPA ID # MOD980633044

EPA ID # KSD980963565

(An EPA Region VII TSCA-approved capacitor dismantling operation for PCB units)

3.6.4 PCB Debris (Solids)

3.6.4.1 US Ecology
Beatty, Nevada EPA ID # NVT330010000

(An EPA Region IX TSCA-approved secure landfill for Disposal of PCB debris (solids)

3.6.4.2 Chemical Waste Management
Emelle, Alabama EPA ID # ALD000622464
(An EPA Region IV TSCA-approved secure landfill for disposal of PCB debris
(solids)

3.6.5 PCB Oils and Flushes

3.6.5.1 SCA Chemical Services, Division of CWM Chicago, Illinois EPA ID# IL000672121

(An EPA Region V TSCA-approved incinerator for destruction of PCB liquids)

ENSCO (Energy Systems Company)

El Dorado, Arkansas EPA ID # ARD069748192

- EPA ID # A1D000772301

(An EPA Region VI TSCA-approved incinerator for destruction of PCB liquids <10,000 ppm PCB)

3.6.6 PCB Treatment

3.6.6.1 PCB Disposal Systems, Inc.

(Chem Decon System) EPA ID # MOD980962849

Kingsville, Missouri

(PCB Disposal systems is a EPA Region VII Transfer facility--

Chem Decon, Birdsboro, Pennsylvania, has an EPA National permit to

chemically detoxify low level ((<10,000 ppm)) PCB mineral oil)

P.C.B. Inc.

Kansas City, Missouri

EPA ID # MOD980633044

EPA ID # KSD980963565

(An EPA Permitted facility to Chemically detoxify low level ((<10,000 ppm))

PCB mineral oil)

4.0 QUALITY CONTROL/QUALITY ASSURANCE PLAN

Scope of Services

Environmental Technology, Inc. will provide on-site services during all phases of remediation at the Rose Chemical Site, to include the collection of oil, water and solid samples of the facility and the determination of the concentration of PCBs in these samples. All samples will be taken following U.S. EPA guidelines and under strict chain of custody. All sampling locations will be documented in field logs. An on-site laboratory will be utilized for the analysis of these samples. By use of the on-site laboratory it is estimated that a maximum of 48 hours turnaround will be provided. On selected samples an 8 hour turnaround may be achieved.

All sampling activities, chain of custody, quality control and quality assurance and analytical results will be properly documented. A final report summarizing these procedures and the results of the project will be provided within 30 days of the completion of on-site services.

Priority Pollutant Analyses and any additional analyses requested by the contractor will be provided through Environmental Technology's analytical laboratories in N. Tonowanda, New York.

4.1 Liquid Samples

Liquid samples including, but not limited to, oils, hydraulic fluids, solvents, transformer oils, flush materials, residual water, and wash waters found or generated during the remedial operations will be collected as required by the project team. Samples will be collected from containers in accordance with the protocols specified in "Test Methods for Evaluating Solid Waste Physical/Chemical Methods"; U.S. EPA SW-648, 2nd Edition, July, 1982 where applicable. Samples will be collected in clean, glass bottles and sealed with screw caps with Teflon liners.

Each container will be labelled with a pre-numbered chain-of-custody tag (Figure 1). The tag number, description of sample location, date/time of sampling, and sampler's initials will be recorded in a bound field notebook.

The liquid samples will be analyzed for PCB using a gas chromatograph. PCB concentrations will be reported in units of ug/g for oils, greases, solvents, etc., and in units of ug/l for aqueous samples.

4.2 Wipe Samples

As remedial action at the facility proceeds, ETI personnel will collect wipe samples from items that have been cleaned in accordance with this plan. The wipe samples will be collected according to the methods described in this plan. The wipe samples will be collected in the vicinity of the previous sampling points, when applicable, for comparison purposes, under the direction of the project manager. The actual number of wipe samples collected will be dependent upon the number of surface, size of equipment, and its function. This also will be determined by the on-site project manager.

4.2.1 Procedure

A surface requiring sampling as determined by the project manager, will be identified and the description entered into a bound field notebook with the sampler's initials, date and time of sampling, and sample number.

A 100 cm² area of surface is marked off and wiped by a field technician wearing latex gloves using a cotton pad pre-wetted with about 5 ml of pesticide-grade hexane. The sample area is wiped in one direction and is then wiped in the transverse direction to collect the sample. The sample is then placed into a clean glass jar having a screw cap with a Teflon liner. The container is sealed and labelled with a prenumbered chain-of-custody tag. The tag number corresponds to the sample number and location entered previously into a bound field notebook. The entire pad is then analyzed for PCB according to U.S. EPA methods. "Blank" cotton pads are also analyzed to determine if any interfering constituents are present in the collection media.

The analysis will be performed on-site using gas chromatograph. The concentration of PCB's will be reported in units of ug/100 cm².

All gloves and other waste generated during the sampling activities will be containerized and disposed of in accordance with all applicable regulations.

4.3 Solid Samples (concrete, metal, wood, debris, etc.)

Sampling points within the facility will be established in conjunction with the owners representative and the decontamination contractor. Recommendation on the number and location of sampling points will be provided based upon U.S. EPA guidelines.

The precise location and depth of each sample will be noted in the field logs. Actual samples will be taken utilizing a hammer and chisel or alternate device as appropriate. The samples will be placed in pre-labelled jars and chain of custody initiated.

The samples will be analyzed in the on-site laboratory utilizing the U.S. EPA approved methodologies referenced in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", SW-846, 2nd Edition, July, 1982. Quality Control, Quality Assurance procedures are outlined in the attachment to this section.

4.4 Documentation

All aspects of the project will be documented. The documentation will consist of the following:

- O Project logbooks
- O Analytical test results
- O Quality Control data
- O Chain-of-custody sheets (for any samples sent for off-site analyses)
- O Final report

4.5 Quality Control/Quality Assurance Plan

ETI's Quality Control/Quality Assurance Plan for this project is presented in the Appendix to this section and follows immediately.

4.6 Organization and Responsibilities

Both management and staff understand their responsibility to maintain an effective QA/QC program. Personnel work together to monitor all QA/QC activities and assure that these activities are performed according to authorized policies and procedures. Standard operating procedures practiced by the staff to achieve this goal include but are not necessarily limited to the following:

- a.) Logging of complete sample information, chain of custody and introducing control samples into the sample workload.
- b.) Daily monitoring and documentation of all ancillary equipment involved in the generation of analytical data.
- c.) Daily monitoring and documentation of proper performance of all analytical instruments.
- d.) Assuring that subsampling and other handling procedures are suitable to the types of samples received.
- e.) Preparing and evaluating results of inter- and intralaboratory sample analysis.
- f.) Supervising the quality of laboratory supplies to assure that materials, reagents, and chemicals do not jeopardize the reliability of analytical results.
- g.) Assuring that all test and measurement equipment is properly calibrated.
- h.) Preparing QA/QC samples, standard solutions, and performing related calculations.
- i.) Insuring consistent quality in that all sample containers are cleaned utilizing defined washing procedures.
- j.) Individual job numbers are assigned to groups of samples to eliminate the possibility of sample mixing.
- k.) All samples are received and logged by the sample custodian to minimize the potential for errors during this initial activity.
- 1.) Quality of solvents, gases and water are continually monitored for high purity.
- m.) Standard glassware washing protocol is established and followed in order to provide consistently clean labware for analyses.
- n.) Glassware sets are numbered so that any suspected contamination problem can be traced.

Details of specific QA/QC activities and procedures follow, but as a general overview, it is the responsibility of each individual analyst to perform the specified number of quality control analyses on a given set of samples. The proper

number of replications, spikes and blanks has been mandated by the laboratory manager and is not left to the analysts' discretion. In addition to performing the proper amount of quality control, the analyst is responsible for the initial review and assessment of the data generated. If data is outside of warning limits or out of control, the source of the problem will be identified with the appropriate supervisor. Supervisors are responsible for all data generated and all data in the analytical report must be signed by the appropriate supervisor.

All analytical reports are written by the supervisor and thoroughly reviewed before final submission to the project manager. All analytical reports (including all quality control data) are personally reviewed and subsequently signed and issued by the project manager. More specific details on how data quality is reviewed, assessed and either approved or rejected is presented in latter sections of this document.

APPENDIX

QUALITY ASSURANCE AND QUALITY CONTROL PLAN

1.0 INTRODUCTION

1.1 Project Description

Environmental Technology, Incorporated has, as its charter, the responsibility to its clients to provide the highest quality analytical data available. ETI appreciates the fact that significant decisions and consequences result from the data supplied. The following information is being presented as a quality control/quality assurance document prepared for the remedial activities to be performed.

This document has been prepared to illustrate the quality control/quality assurance program in effect at Environmental Technology, Inc. in order to assure that the date generated will be of consistent high quality.

1.2 Document Format

This document has been prepared in a form consistent with the "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans".

The following format outlines how pertinent information will be presented in the following sections along with a brief description of information contained in each topic area. The major subject matter of the following sections provides the detail through which ETI will ensure "Project Quality Assurance Management". The following subsections illustrate procedures internally applied to date acquisition and reporting.

Individual analysts, under the direction of the supervisors, are responsible for the performance of instrument calibration, and sample analysis along with the performance of associated quality control analyses, e.g. blanks, spikes, duplicates, etc. all data are entered into individual bound laboratory notebooks specific to instruments and analyses.

Supervisors are responsible for the completion of analyses as directed by the project manager. Supervisors are charged with maintaining instrumentation in proper operating order according to manufacturers' specifications. Scheduling of routine servicing as well as reacting to out-of-control instrument problems are duties of the supervisors. They are also the initial reviewers of the analytical data and accompanying quality control information. Following their review, and acceptance of the data, supervisors prepare reports for submission to the project manager.

The project manager is responsible for the final review of all analytical data and resolution of any and all suspect data.

2.2 OA Objectives

The quality assurance objectives regarding ETI's efforts in the project are described in terms of accuracy, precision, completeness, representativeness and comparability.

Comparability of data sets is a function of numerous variables, including laboratory errors and bias, the representativeness of the samples and the inherent population variances between the samples.

In terms of the degree of representativeness, the field sampling activities can generally be seen to account for >80% of the variance within data sets. The remaining 20% or less of the noted variance in the data is attributable to both systematic and non-systematic laboratory error.

2.3 Laboratory Chain of Custody

ETI's chain of custody procedures are based upon the NEIC policies and procedures (EPA-330/9-78-001-R).

All chain of custody sheets are signed and retained in our file for future reference. An example of a chain of custody form is presented in Figure A.

Once the sample has been entered into the central sample log the sample technician correlates the particular samples with the requested tests to be performed. An Analytical Services Request Form is used to describe analyses required on particular samples. Each set of samples is given an individual job number to facilitate tracking of samples through the laboratory and provides for readily available job status.

After initial logging and processing (if and as required), all samples are stored by job number in a large refrigerator held at 4°C until such time as analysis is begun. This system, in addition to the access restrictions implied as company policy, restrict entry to the laboratory to authorized personnel only.

At the time of sample analysis, in accordance with the production schedules prepared by the laboratory supervisors and approved by the project manager, analysts remove the samples from the walk-in cooler and log all sample identification information. As processing continues, all required methods data is recorded and stored for future reference as well as for archival purposes.

Prepared samples (extracts, digested samples, etc.) are re-coded and stored until instrumental analysis, at which time separate bound logs are again employed to preserve all additional information and data.

2.4 Data Reduction, Validation and Reporting

Each major measurement parameter/system has specific means employed for data reduction, validation and internal/external reporting which are somewhat different but follow the same general scheme.

Generally, for any and all measurement systems at Rose Chemical, the following chronological steps are adhered to:

- o sample receipt;
- o sample logging, inventory, chain-of-custody;
- o sample splitting and preservation (if and/or required);
- o sample storage:
- o sample preparation (extraction and/or digestion);
- sample analysis (standard, QC and samples);
- o data calculation;
- o data reporting (internal);
- o data review/QC logging;
- re-analysis (if and when required) and assessment;
- o report preparation;

- o report review/final QC review;
- report issuance/central file maintenance;
- o sample archival and/or disposal.

2.5.1 Gas Chromatography (including separations laboratory)

The sample processing begins in the separations laboratory where a bound notebook is maintained for the purpose of recording all pertinent information regarding the extraction and clean-up (if required) for the samples. This logbook contains the following data:

- o analyst
- o extraction data
- o job #
- o sample I.D.
- o extracted volume or weight of sample
- o final concentration volume
- o vial # (for extracts produced)
- o analysis type (BN, AP, Pest.)
- O glassware set

The above information is required for GC analyses. The addition of "glassware set" has proved most useful in ETI's experience. Within a laboratory such as Rose Chemical, which is involved in the analysis of waste samples or contaminated aqueous samples, the glassware information allows for identification of one specific area in which potential quality control problems may be found.

After samples have been prepared for analysis by the separations analyst the GC analyst uses a series of logs and reporting forms to maintain the necessary data. The first is the bound injection log which contains the following:

- O analyst
- o injection data
- o job #
- o sample I.D./vial #
- o volume injected
- o instrument run number
- method number (specific column and instrument conditions for the particular analyses)
- o detector used

On the day that specific analyses are performed, a minimum 3 point standard curve is generated via both computer assisted raw data plotting and regression analyses, using the areas as integrated by the gas chromatograph. The integrations and the standard curves are reviewed by the analyst for consistency and accuracy, and if found acceptable (and approved by the supervisor) the sample concentrations are calculated. Information/data required for these calculations are acquired from both the separations and the injection logbooks. All chromatographs, standards information, QA/QC results, copies of separations and injection logbooks pages and other project specific information is permanently maintained by job # and client in separate files.

All resultant data at the time of final report preparation is transcribed onto the final report form for data and QC review by the laboratory operations manager prior to issuance of the report.

2.5.2 Reporting of Results

Each day that samples are received at the laboratory, a separate job number is assigned for a given batch of samples. If more than one matrix arrives, the matrices are separated and individual job numbers are assigned. For instance, if water samples and soil samples are received on a given day, two (2) individual job numbers will be assigned. Each report that is generated refers to one job number and its corresponding set of samples.

Each report will have a cover letter indicating the report date and the date samples were received. The job number is prominently displayed on the cover letter to facilitate communication should any questions arise. The report will contain data for all parameters requested as well as all applicable QC information.

All quality control data generated on the particular batch of samples will be reported as a part of ETI's submission with the data. Percent coefficients of variation will be given as well as spike recoveries. Known values of standard reference materials will also be presented along with values determined by the laboratory.

2.6 Internal Ouality Control

2.6.1 General Control Measures

When discussing a quality assurance/quality control program, it is generally accepted that there are two distinct aspects of the program. Quality assurance, deals with general protocol or actions which are routinely employed to assure that consistent quality is maintained by the laboratory. Examples of items in a quality assurance program are the use of reagent grade chemicals, pesticide grade solvents, specific glassware washing techniques, etc. Specific policies relative to these aspects of quality assurance are presented in the following paragraphs.

2.6.1.1 Sample Containers

All sample containers provided to clients or used by ETI field personnel are properly cleaned for the appropriate trace analysis utilizing the following techniques:

- O All polyethylene bottles (for inorganic analysis) are:
 - 1. soap washed
 - 2. tap water rinsed
 - 3. nitric acid washed 1:1 v/v nitric acid/deionized water
 - 4. rinsed with copious quantities of deionized water (at least four rinsings)
- O All glass bottles (for organic analysis) are:
 - 1. soap washed
 - 2. tap water rinsed
 - acctone rinsed (pesticide grade)
 - 4. rinsed with copious quantities of deionized water (at least six rinsings) until no residual acetone is detected

O All volatile vials are:

1. soap washed

2. rinsed with copious quantities of deionized water (at least six rinsings)

3. thiosulfate added

- 4. dried for one hour in a 103°C oven
- 5. cooled and capped with precleaned septa

All sample containers are discarded after their initial use to eliminate the possibility of contaminating samples. Volatile field blanks are provided on a routine basis to check for sample contamination in the field and during sample storage. All volatile vials contain sodium thiosulfate for quenching of residual chlorine unless specified otherwise by the client. Clients are discouraged from providing their own sampling containers due to the possibility of sample contamination.

2.6.1.2 Sample Identification

All samples received are logged into a central sample log. All information on the sample label in transcribed into this document.

2.6.1.3 Sample Preservation

Solid/soil samples will be cooled to 40C prior to analysis.

2.6.1.4 Laboratory Reagent Quality

The quality of reagents used in conducting analytical determinations is continuously monitored by the laboratory staff.

All standards and reagents are prepared with chemicals that meet the American Chemical Society "Analytical Reagent Grade" standards. Special reagents are utilized for procedures which require purity beyond reagent grade. For example, we utilize nitric acid which is specially prepared to be low in trace metals as a preservation reagent.

All reagent solutions are labelled as to their contents, date prepared, and the analyst's initials. In addition to analyzing method blanks to check for reagent contamination, the reagents are continuously observed for signs of degradation, such as precipitation, change in color, or mold formation. Unstable reagents, such as various titrants are standardized each day they are used.

2.6.1.5 Laboratory Water

The laboratory water used for making reagents and rinsing of glassware is constantly monitored by an in-line meter to meet and exceed the electrical conductivity requirements of TYPE I water as described in the <u>EPA Quality Control Handbook</u>, March 1979, see Table A-3.

2.6.1.6 Solvents

All laboratory solvents utilized for sample extractions are pesticide grade. Solvents are checked for purity on a continuing basis for compounds which may interfere with the specific analysis being performed.

2.6.1.7 Gases

Gases used for chromatographic procedures are high purity or ultra high purity and are equipped with in-line scrubbers to remove trace constituents. These scrubbers take the form of oxygen traps, molecular sieves, and moisture traps. Each is useful for specific applications in gas chromatography. Various combinations of the above scrubbers are employed depending on the particular instrument requirements.

2.6.1.8 Laboratory Glassware

Whenever possible, disposable glassware is employed to reduce the possibility of cross-contamination of samples. Glassware used for metals analyses is cleaned according to the following procedure:

- 1. Glassware is rinsed with a 1:1 nitric acid-water mixture
- 2. Thorough rinsing with tap water
- 3. Final rinsing is accomplished with copious quantities of deionized water

Organic glassware is cleaned according to the following procedure:

- 1. Rinsed with last solvent used
- 2. Rinsed with reagent grade acetone
- 3. Detergent washed
- 4. Tap water rinsed
- 5. Nitric acid rinsed
- 6. Deionized water rinsed
- 7. Rinsed with reagent grade methanol
- 8. Rinsed with reagent grade acetone
- 9. Rinsed with pesticide grade hexane

2.6.2Specific Ouglity Control Procedures

There are two main criteria which must be met in order to evaluate the quality of generated data. The first criteria is that the data must be accurate. This is a measure of the correctness of the data. Accuracy is a measure of the ability of a laboratory to determine the true concentration of a constituent in a sample. The second criteria is precision. Precision is a measure of the reproducibility of the data. In order to assess the quality of data, both criteria must be defined. It is possible for a test to be precise and yet very inaccurate. Precision and accuracy charts are maintained for specific parameters as described in the EPA handbook.

5.0 HEALTH AND SAFETY PLAN

Introduction

The objectives of the Health and Sasety Plan are twosold: First and foremost is to protect the health and sasety of personnel on site; second is to integrate the use of air monitoring protocols, risk assessment techniques, personnel protective equipment, and innovative work practices to provide the greatest degree of individual worker efficiency possible while maintaining an exceptionally high degree of worker sasety. In addition, sase work practices on site help to saseguard the surrounding public and prevent surther contamination and degradation of the surrounding environment. The determination of on site personnel protective equipment, work practices and a medical monitoring program will be based on the results of: 1) an initial site survey and existing background data review; and 2) the site health and sasety monitoring program during on site operations.

One major problem with any safety program is the reluctance of the employee to accept the perceived inconvenience/inefficiency associated with proper safety practices and equipment. Proper safety techniques and the use of safety equipment should be perceived as part of the job responsibility of all on site personnel. Poor safety habits, especially on a hazardous waste site, not only endangers the life and health of the offender, but also jeopardizes the well-being of other employees and could possibly cause serious damage to the worksite and surrounding public and environment.

Environmental Technology projects are organized as follows. The Project Manager is responsible for the overall health and safety program to be implemented for the entire Environmental Technology project team. The Health and Safety Coordinator is responsible for overseeing the implementation of the program on-site. Individual Health and Safety Officers are responsible for supervising the day-to-day activities associated with the Health and Safety Program.

5.1 Hazard Evaluation

5.1.1 Known Materials On-Site

Extensive sampling of the Rose Chemical site has revealed the presence of PCBs at concentrations ranging from 0 ppm to Askarel. The presence of other contaminants has not been documented. At the time of this report, it is assumed that PCBs are the only contaminant of concern, relative to on-site contamination.

PCBs are readily absorbed into the body by all routes of exposure. They may persist in tissues for years after exposure stops. High levels of PCB vapor (1 to 10 mg/m³) may produce burning feeling in eyes, nose, and face; dry throat; lung and throat irritation; nausea; dizziness and aggravation of acne. These may be felt immediately or be delayed for weeks to months. Chemical acne, black heads, dark patches on skin, and unusual eye discharge have been reported by all routes of exposure. These effects may last for months. Although some sensitive individuals have reported these effects after two days, onset may not occur for months. Liver damage and digestive disturbance have been reported in some individuals. PCBs at high levels have been shown to produce cancer and birth defects in laboratory animals. Whether PCBs produce these effects in humans is not known.

The above information, when coupled with the evaluation of the site operations that follows, forms the basis of the determination of the personal protective requirements for the project.

5.1.2 Summary of Site Operations

It is anticipated that a wide variety of operations will be undertaken simultaneously during the course of this project. A variety of tasks will be performed, including the following:

- o drum handling
- o drum sampling
- o material repacking
- transformer flushing
- o interior surface decontamination
- o equipment/materials handling and removal
- o tank pumping and cleaning

The above operations will likely result in high levels of vapor, and contaminated dust generation. The decontamination of the interior surfaces may involve the use of solvent wash rinses, which could result in an airborne volatile organic problem. Noise levels could reach unacceptably high levels, due to the use of heavy equipment. In addition, the physical hazards associated with the building (jagged glass, confined spaces, hot temperatures, cramped accessways, etc.) will contribute heavily to the hazards associated with the job.

5.1.3 Overall Degree of Hazard

It is anticipated that appropriate protective clothing and respiratory protection equipment will be adequate to provide the necessary degree of health and safety. The use of engineering controls (ventilation equipment, space temperature adjustments, etc.) are preferable to personal protective measures. However, for this project, given the work plan, it is anticipated that a combination of personal protective measures and engineering controls is appropriate.

A "Level C" personal protection program (full-faced respirators, protective gloves and coveralls) is sufficient for a majority of the work to be conducted during the Rose Chemical project. Level B equipment will be available, in the event that air levels exceed action levels or confined space work is necessary. Level D will also be used, for operations involving only a dermal contact problem.

5.2 Personal Protective Clothing and Respiratory Requirements

5.2.1 General

In Section 5.2, personal protective requirements for the materials and operations to be encourtered during the project were evaluated. The purpose of both protective respiratory and clothing precautions are to ensure that the individual is protected from the hazards encourtered in the course of a hazardous waste project. The following sections detail the personal protective clothing and respiratory levels of protection to be utilized by each individual involved in hazardous activities at the site.

5.2.2 Level B Protection

Level B protection will be required for those operations designated as more dangerous, on the basis of monitoring or other applicable data. This level of protection will consist of the following:

- O Airline respirator
- O Tyvek coveralls, saran-coated, with hood outer garment
- O Cotton coveralls inner garment
- O Surgeon inner glover, latex
- O Viton outer gloves
- PVC or neoprene outer boots
- O Steel toe/shank workboots
- O Hardhat

All joints will be taped.

5.2.3 Level C Protection

Level C Protection will be used for a majority of the operations. This level of protection will consist of the following:

- O Full-face respiratory will an organic/acid gas/dust cartridge
- O Tyvek coveralls, saran-coated, with hood outer garment
- O Cotton coveralls inner garment
- O Surgeon inner gloves, latex
- O Viton outer gloves
- O PVC or neoprene outer boots
- O Steel toe/shank workboot
- O Hardhat

All joints will be taped.

5.2.4 Level D Protection

Level D protection will be required for any individual entering the building area. This level of protection will consist of the following:

- O Tyvek coveralls
- O Surgeon inner gloves, latex
- O PVC or neoprene outer boot
- O Hardhat

It is anticipated that this level of protection will be used by all visitors to the non-respirator operation areas.

ACTION LEVEL CRITERIA

Monitoring Instrument	Hazard	Action Level	Action
Explosimeter	Explosive Atmosphere	20% LEL	Complete the inspection
		20% LEL	Complete the inspection with continuous monitoring
	•	50% LEL	EXPLOSION Hazard, excavate the area
Oxygen Meter	Oxygen Level	>19 1/2%	Complete the inspection
	Level	<19 1/2%	Complete the inspection, with SCBA, and continuous monitoring
Radiation Detector	Radiation	<0.02MR/hr	Complete the inspection
		>0.02MR/hr	Complete the inspection with continuous monitoring
		>2.0MR/hr	RADIATION hazard, excavate and consult a Health Physicist
Detector Tubes	Organic & Inorganic Vapors or Gases	Specific Species	Consult: NOISH, TLV, other source
Organic Vapor Analyzer (OVA)	Organic Vapors & Gases	Compound Specific	Upgrade/downgrade Levels of Personal Protection

5.3 Site Control

5.3.1 General

In order to minimize the transfer of hazardous substances from contaminated to uncontaminated areas, three discreet zones will be delineated. These are the work or "exclusion zone," the "contamination reduction zone," and the "support zone."

The bulk of the actual operations area is located within the confines of the Rose Chemical building. Through strict adherence to the site control divisions, effective control of the spread of contamination from the building to the outside environment will be accomplished.

5.3.2 Exclusion Zone

The exclusion zone, as marked by the "hotline," will be those areas subject to decontamination operations. All excavation, material transfer, and sampling, will take place within this zone. Personnel and equipment access/egress to the area will be restricted to an area located on the other side of the hotline. All personnel working in the exclusion area will utilize the approximate protection. In addition, the area to be used for stockpiling the excavated material will also be considered an exclusion zone.

5.3.3 Contamination Reduction Zone (CRZ)

This zone serves as the interface between the exclusion zone (contaminated) and support zone (clean). This transition zone serves as a buffer to further reduce the probability of the clean zone becoming contaminated. This zone provides additional assurance that the physical transfer of contaminated substances on people, equipment, or in the air is limited through a combination of decontamination, distance between zones, air dilution, zone restrictions, and work functions.

Within the CRZ, material supplies will be staged for the servicing of the vehicles and personnel within the exclusion zone. A tarp will be setup within the CRZ so that personnel working in the exclusion zone can take rest and fluid breaks without proceeding through complete decontamination. Decontamination trailers, with showers, will be setup at the exit of the CRZ, for use by all personel at the end of each day's activities until the permanent decontamination rooms are completed.

5.3.4 Support Zone

This portion of the area is considered "clean" or uncontaminated. Support equipment such as office trailer, equipment/supplies, etc. will be located here. The support (or clean) zone shall be clearly delineated so as to prevent active or passive contamination from the work site. This area serves as the entry point to the site for personnel, equipment, and material to the work area.

Delineation of the extent of these zones at the Rose Chemical site will be finalized by the Environmental Technology team prior to job start-up and will be determined by the following factors:

O Building layout

- O Nature and distribution of wastes and/or hazards on the site
- O Concern for minimum exposure of personnel and the non-protected public.

The site control boundaries will serve as the basis for all site operations and, once determined, will be strictly enforced by the Site Safety Officers. Any area which has been used to store, transfer, or otherwise handle any waste materials will be considered within the exclusion zone until hazardous assessment of the suspected area can be performed.

5.4 Environmental and Personal Monitoring Program

As noted in Section 5.2, Hazard Evaluation, the three main areas of concern, relative to airborne problems are PCBs, solvents, and noise. In order to effectively monitor the health and safety aspects during active operations, a program of analytical and real-time monitoring will be conducted. The analytical program will include sampling and analysis for PCBs and solvents associated with the solutions used during decontamination. The real-time program will utilize hand-held direct reading instruments, to be used to monitor for dust, noise, and organic vapors.

5.4.1 Analytical Monitoring

Sampling for airborne PCBs will be conducted prior to job start-up, so as to establish a baseline for any existing ambient levels of PCBs, both inside and outside the Rose Chemical building.

A personal pump will be used to collect samples on a glass fiber filter plus a Florisil tube for PCB analysis. All procedures will be in accordance with NIOSH Procedure #5503. Upon designation of the final solvent-wash solution to be used, baseline sampling for the appropriate solvent will also be conducted. All sampling will be performed in accordance with applicable NIOSH procedures. Samples will be obtained periodically throughout the project so as to establish a strong baseline data set.

Sampling for PCBs and solvents will also be conducted inside the Rose Chemical building, for purposes of confirming personal protection levels. This personal sampling program will be conducted in accordance with applicable NIOSH procedures for PCBs and solvents. Personal samples will be obtained during the job start-up phase and during routine operations, so as to confirm initial findings.

5.4.2 Real-Time Monitoring

Daily measurements with a noise survey meter, a dust monitor, and an organic vapor analyzer (as necessary) will be conducted by the Site Safety Officers throughout the project. Stations inside and outside the facility will be selected prior to job start-up and sampled routinely, to verify that no external emissions are occurring and that personal protection levels are consistent with the established action levels.

In addition to the real-time monitoring discussed above, explosimeters and oxygen meters will be utilized in the event of confined space entry operations. These operations may be necessary to investigate and decontaminate the tanks located at the Rose Chemial Facility.

5.5 Site Access Procedures

5.5.1 General Requirements

All personnel involved in the operation will satisfy the following requirements before initiating work on-site within the CRZ or Exclusion Zone:

- O Received and passed a physical examination.
- O Received adequate hazardous waste training.
- O Received a briefing on all aspects of HASP.
- O Are properly dressed and equipped, in accordance with all personal protective guidelines.
- O Informed the SSO of their entrance into the Exclusion Zone.

All personnel entering into areas or performing tasks requiring Level C or B respiratory protection will comply with the following requirements:

- O Received and passed a FIT test
- O Be clean shaven (with the exception of a short, trimmed moustache).
- O Received the necessary respiratory training.
- O Received instruction in the use of the "buddy" system and line-of-sight protocols.

5.5.2 Site Entry and Exit

The following protocols will be followed during site entry into the Exclusion Zone:

- O All personnel will dressout and activate the necessary monitoring equipment.
- O All personnel will notify the SSO of the intended operations.
- O This SSO will review Section 4.6.2 above, with all personnel.
- All personnel will enter through the designated entry point.

The following protocols will be followed during site exit from the Exclusion Zone:

- O All personnel will exit through the designated exit point.
- O All personnel will process through appropriate decontamination.

Daily Start-Up and Shutdown Procedures

The following protocols will be followed prior to daily site start-up:

- O The SSO will review site conditions with respect to modifications of work and safety plans.
- O Personnel will be briefed and updated on safety procedures.
- O All safety and monitoring equipment will be checked for proper function.
- O The SSO will ensure that first aid equipment is readily available.
- The SSO will initiate the appropriate monitoring.

The following protocols will be followed at the shutdown of daily operations:

- O All personnel will process through appropriate decontamination.
- O The SSO will log all personnel out of the site.
- O All equipment will be decontaminated and secured.

5.6 Decontamination

5.6.1 General

Decontamination of personnel and equipment is accomplished before leaving the work zone. This is a standard procedure in all cases. Decontamination of personnel will be accomplished within the Contamination Reduction Zone. The decontamination system will provide a controlled undressing and washing system designed to avoid transfer of chemical contamination from protective clothing to the skin. The decontamination system will be adjusted to the level of protective clothing being work, but the sequence of procedures will remain standard.

A limited decontamination station will be established within the CRZ to be used by the downrange personnel for liquid replenishment and rest periods. This station will enable these personnel to forego complete decontamination when taking short breaks.

A decontamination facility will be located at the access/egress point of the CRZ and the Support Zone. All personnel working in either the Exclusion Zone or CRZ will shower at the end of each day's activities. The decontamination process used in the CRZ prior to entering the decontamination area will result in removal of all contaminated clothing, boots, etc. so that contamination of the decontamination area will be minimal.

5.6.2 Equipment Decontamination

For decontamination of heavy equipment used within the Exclusion Zone, a temporary decontamination station will be set up at the Exclusion Zone boundary with the Contamination Reduction Zone (CRZ). The station will be designed based on the size, weight, and number of vehicles to be decontaminated. A high-pressure washer, using a diesel fuel/detergent/hot water mixture, will be used to decontaminate the excavation equipment. All equipment leaving the site will be certified as "properly decontaminated" by the SSO.

Upon completion of each day's work activities, some heavy equipment will require wash-down with firehoses or high pressure water systems, in order to prevent a buildup of contaminated material on the equipment. An area will be designated for this purpose, so that the contaminated water can be vacuumed and disposed of on the same day. At a minimum, all decon water should be contained for removal at the end of the day.

5.7 Training

5.7.1 General

Personnel involved with hazardous waste site activities require a variety of interdisciplinary skills. A training program to train inexperienced personnel in the overall concepts, principles and procedures of hazardous waste site work activities will be provided prior to job start-up at the Rose Chemical site.

The program will be structured to offer a balance between the theoretical and practical, with lectures and "hands-on" field exercises. After completion, attendees will understand the basic principles of personnel protection and safety so that they

may perform hazardous waste site activities in a safe and organized manner. They will also be trained to understand the problems associated with confined space entry work.

The course topics will include toxicology, protective clothing, respiratory protection, decontamination, emergency preparedness, evacuation techniques, and confined space entry procedures.

The course will also include a "fit test" on each individual to assure that the masks being used are adequate to protect that individual from respiratory hazards. Upon completion of the respiratory protection training, the attendee should be able to effectively perform required tasks while maintaining maximum safety in a hazardous environment.

In addition, routine safety meetings will be held. These meetings will instruct employees in operational safety requirements, update any changes required in procedures, and inform new employees of the health and safety protocols in effect.

5.7.2.2 Toxicology

This will be a survey of the toxicological dangers involved in the handling of chemicals. It will stress the hidden toxicological dangers such as carcinogencity, synergism and chronic exposure.

5.7.2.3 Safety Planning and Principles

This will discuss risk assessment as applied to daily routine and the use of risk assessment in the design of risk avoidance programs. An important segment of this is need for and design of safety programs which provide adequate safety without undue loss of efficiency.

5.7.2.4 Respiratory Protection

The design and implementation of a respiratory protection program will be presented. The use of respiratory protection is a very important part of the course. This is especially true when confined space entry work is part of the on-site activities. The course will instruct personnel in the use and care of SCBAs, a field exercise, and fit testing.

5.7.2.5 Protective Clothing

This includes a discussion of the various types of protective clothing, limitations of different materials used to make protective clothing and the criteria for choice of clothing.

5.7.2.6 Decontamination

A primary factor in any hazardous waste or spill incident is the decontamination of personnel and equipment. If not properly decontaminated, any individuals involved in the incident, and any individuals who come in contact with them later, are placed in continued danger. Therefore, decontamination principles must be thoroughly understood and enforced.

5.7.2.7 Confined Space Entry

Confined space entry is an activity which has a high potential of hazard. It is especially dangerous when entering confined spaces on a hazardous waste or a hazardous material storage site. Workers engaging in this type of activity must be thoroughly trained in respiratory protection, use of protective clothing, and the use of monitoring instruments. In addition, they must be aware of the proper operating techniques to be used when entering confined areas such as chemical storage tanks.

5.8 Medical Monitoring Program

5.8.1 Physical Examinations

To safeguard the health of all personnel involved in on-site operations for the Rose Chemical project, each individual will undergo a complete physical examination at an approved medical center prior to being permitted on site. The medical examination serves a two-fold purpose; 1) to verify that individuals are physically fit and able to withstand the stress of working in respiratory protective equipment, and 2) to establish a baseline from which to judge whether or not exposure has taken place and contaminants have established residency in body tissues. The medical exam will include:

Doctor's Exam
Chest X-Ray
Pulmonary Function
CBC with differential
Urinanalysis

Audiogram
SMA-24
PCB Blood
EKG with blood pressure

Photostatic evidence of such an examination will be filed with the Health and Safety Coordinator prior to site entry. If an individual suffers an accidental exposure to a hazardous material, a second examination will be required for comparative purposes.

5.8.2 Medical Emergencies

In the event of an exposure incident or injury due to accident, the following actions will be taken:

- Any accidental exposure to a material will necessitate a full analysis of that material to enable implementation of appropriate responses to protect the health of the individual involved.
- O Any individual developing any abnormality during the site work will be removed from the site until they are certified to be recovered and in good health. They may then be reinstated.
- O All injuries, skin contact with waste or unsafe procedures or conditions will be reported immediately to the SSO. Local ambulances will be made readily available from short distances away (phone numbers shall be posted). Emergency first aid treatment will be administered as appropriate. Injured workers will proceed through decontamination immediately if ambulatory. If not ambulatory, injured workers will be removed from the work zone to await medical assistance.

5.9 Emergency Procedures

5.9.1 General

Emergency response procedures are necessary due to the potential for accidents when working with large quantities of hazardous liquids and solids. These procesures specify the responses, notifications, and decisions necessary when an emergent situation occurs.

The Environmental Technology Team will utilize the Health and Safety Coordinator as the Emergency Coordinator. This individual has experience in emergency response, and also possesses the authority to commit resources to the mitigation of any inadvertant releases to the environment. Environmental Technology will also provide for backup Emergency Coordinators.

Once the Contractor has drawn up a complete evacuation plan, supervisory project personnel will be instructed in the step-by-step response to an accident. The responses will include:

- O Responsibilities of the Emergency Responder
- O Responsibilities of the Emergency Coordinator
- Identification of situations which require immediate action by Emergency Responder
- O Identification of situations which present threats to health or life
- Familiarity with the limitations and capabilities of the local Holden Police, Fire and Hospital Facilities
- O Use of personal protective clothing and respiratory equipment in the event of an emergency
- O Familiarity with Primary and Secondary Evacuation Routes from the Site and the surrounding vicinity.

5.9.2 Specific Emergency Response Procedures

In the event of a hazardous material spill, the Environmental Technology Team will address the following issues during emergency response:

- O Sequential flow of emergency response
- O Data Sources to be consulted
- O Notification Procedures for Local, State and National Agencies
- O Procedures to identify and characterize the nature of the spill
- O Evacuation Procedures

In the event of a vapor cloud release, the following issues will be addressed:

- O Sequential Flow of Emergency Response
- O Data Sources to be consulted
- O Notification Procedures for Local, State, and National Agencies
- O Procedures to identify and characterize the nature of the vapor cloud
- O Air Monitoring requirements for site perimeter
- O Evacuation Procedures

In the event of a fire or explosion, the following issues will be addressed:

- O Sequential Flow of Emergency Response Procedures
- O Notification Procedures for Holden, Missouri, and if necessary, National Agencies
- O Evacuation Procedures

- On-site and Site Perimater Monitoring Requirements
- O Responses of on-site personnel

In the event of a transportation accident, the following issues will be addressed:

- O Prior definition of transportation routes which must be used by all parties transporting the contaminated materials
- O Sequential Flow of Emergency Response
- O Data Sources to be consulted
- O Identification and characterization of spill
- O Notification Procedures for appropriate state agencies

In the event of an evacuation, the Environmental Technology Team will act as the communication point between all applicable agencies. Primary and secondary evacuation route maps will be developed prior to job start-up. Personnel accounting stations, also previously developed, will also be used.

June 27, 1986

Philip E. Badame, President Environmental Technology, Inc. 84 Sweeney Street North Tonavenda, New York 14120

Re: Martha C. Rose Chemicals, Inc. CERCLA Administrative Order - Docket No. 86-F-0006

Dear Mr. Badame:

This is in response to letters recently sent by you on or about June 17 and June 19, 1986, to certain generators of PCBs and PCB items presently located at the Martha C. Rose Chemicals, Inc. (MRC) facility in Holden, Missouri. The Environmental Protection Agency (EPA) is quite concerned with respect to the contents of those letters, especially in light of Environmental Technology, Inc. s (ETI) actions since the issuance of the Administrative Order under Section 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCIA) on May 23, 1986, to parties including ETI.

Your correspondence to the generators leaves the impression that ETI presently has an agreement with MRC allowing ETI to manage and orderly remove and dispose of PCB material remaining onsite. Aside from the fact that the terms of the said Administrative Order probibits any such activity at that MRC facility without specific approval of EPA (which EPA has not provided). ETI has informed EPA, by letter dated June 6, 1986, that it has terminated the agreement with MRC. Because of this announced termination of the contractual agreement with MRC, it appears ETI presently has no authority to be on-site to implement the actions that are specified in your letters to the generators.

Your letters to the generators state that ETI is prepared to move ahead and begin the inventory of the material at the The Administrative Order required ETI, as well as the other named Respondents, to submit an inventory/disposal plan to EPA and conduct certain other needed response actions within a certain time frame. By letter dated June 5, 1986, I informed ETI that any plan submitted by the company must provide assurances that the plan can be and would be implemented immediately upon approval by EPA and must identify the source of funds for implementation of that plan and certify that funds are available. ETI's response (dated June 11, 1986) to my June 5 letter stated that, "ETI does not have the financial ability to undertake the requested inventory/disposal plan and should not be considered a party responsible to do so since it never shipped any materials to the MRC facility." Furthermore, ETI indicated that it would undertake a detailed inventory and disposal program only with financial assistance from third party generators. Ell's response to the Administration of the Ell's responses of the Ell's responses. as a refusal to comply with the terms of the Order: '

ETI's letters to the generators also state that once the inventory is completed, you would notify each generator of the total cost for disposal of its material. The ETI letters also state that once funds to cover disposal of a generator's weste is received, ETI would ship its waste to an approved TSCA facility for immediate disposition.

As has been previously communicated to you and as set forth in the Administrative Order, any inventory/disposal plan must address all onsite and offsite environmental contamination that has occurred at the facility due to the release of PCBs and PCB items. EPA will not approve any plan that addresses inventory and proper disposal unless it also addresses all onsite and offsite environmental contamination. EPA will not allow a piecemeal approach to the problems that exist at the facility, such as removal of a small number of generators'. PCBs and PCB items. Not only must all onsite and offsite environmental contamination be addressed, but all PCBs and PCB items at the MRC facility must be disposed of in total.

ETI's responses to the Administrative Order and subsequent requirements have failed to fully address the necessary required response actions at and near the HRC facility. EPA has not approved ETI's "Proposal for Remedial Activities at Rose Chemical Site, Holden, Missouri," submitted to EPA by letter dated May 15, 1986. Rejection of the plan is based

. 3

not only on the failure to provide required financial assurances and guarantees but also on other substantive defects within the plan.

Because of the failure of MRC, American Steel Works, Inc., W.C. Carolan Company, Inc., Walter C. Carolan, and ETI to comply with terms of the Administrative Order, EPA has begun active discussions with a group of generators who have formed the Rose Chemical Steering Committee for purposes of addressing environmental concerns at and near the MRC facility. We will environmental concerns at and near the MRC facility. We will environmental concerns at and near the MRC facility. We will environment informed, upon your request, of the status of those keep you informed, upon your request, of the status of those discussions to the extent that such disclosure is appropriate. In you are aware of the involvement of Clean Sites, Inc., in you are aware of the involvement of Clean Sites, Inc., in this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter on behalf of the generator committee, and as a this matter of the generator committee, and as a this matter of the generator committee, and as a this matter of the generator committee, and as a this matter of the generator committee of t

Yours very truly,

J. Scott Pamberton Assistant Regional Counsel

Enclosure

cc: John F. Papsidero, Esq.
James R. Anderson, Esq.
James G. Trimble, Esq.
Daniel Bukovac, Esq.
Sheldon A. Zabel, Esq.

84 SWEENEY ST. • NORTH TONAWANDA, NEW YORK 14120 • 716-693-7700

July 3, 1986

REC'D

JUL 7 1986

PURCHASING

Nebraska Public Power P.O. Box 499 Columbus, NE 68601

Attn: Gary Sinclair

Dear Mr. Sinclair:

Environmental Technology, Inc. (ETI) recently sent you a copy of a document entitled "Proposal for Remedial Activities at Rose Chemical Site, Holden, Missouri."

Your organization has been identified as a generator having PCB material at Rose Chemical. By now you are aware that a major problem exists as the Rose Chemical facility has stopped the processing of PCB materials.

Environmental Technology, Inc. entered into an agreement with Rose Chemical Co. which allowed us to manage the orderly removal and disposal of PCB material remaining at the site. Since Rose Chemical has declared itself insolvent, the presence of Environmental Technology, Inc. at the facility has prevented the EPA from calling the site abandoned and declaring the site a superfund project. Our presence has not gone unnoticed. Some generators thought we were part of Rose Chemical, some thought we should leave the site and still others have asked ETI to maintain presence at the facility and to provide a plan for the remediation of the site which we gladly did.

ETI has provided security, worked at remediating a major <u>spill</u> which has caused some contamination to the environment, moved in emergency response equipment and provided manpower and other essentials. All of these were provided at no cost to anyone. We believe that ETI has the only complete plan for the remediation of the site in existence since we are the only clean-up contractor who has taken an active interest in this project. We have spent a great deal of time and money to keep this project from becoming a costly superfund project and believe we have saved the generators thousands of dollars.

We are prepared to move ahead and begin the inventory of the material at the site. Our plan calls for each generator to pay an assessment of \$1,000.00, per job order (manifest) identifiable to that generator. This assessment will pay for the administration, management and manpower to locate, isolate, package, label and prepare for shipment that material found on each generators job orders. Once we have identified your material, we will notify you of the quantitites and total cost to you for disposal.

Once you have forwarded your funds to cover disposal of your waste, we will ship your waste to an approved TSCA facility for immediate disposition. Your funds will be held in an escrow account (see attached escrow agreement) until such time as you receive your certificate of disposal destruction.

While the inventory, removal and disposal of your PCB waste will not relieve your Company of ultimate responsibility for the site remediation as directed by the EPA, it will give you the assurance that your material is not going to sit while various groups decide what to do.

ETI has already received signed contracts from many generators and we are proceeding according to our plan. We ask that you sign the enclosed disposal agreement and forward your check for the inventory as soon as possible (see schedule for number of job orders (manifiests) identified as open for your Company).

We are scheduling disposal now based on a first come first served basis. We have secured excellent disposal prices and ask that you react quickly in order for us to avoid impending disposal price increases.

If you have any questions, please feel free to call our office.

Sincerely,

ENVIRONMENTAL TECHNOLOGY, INC.

Philip E. Badame

President

Encs. Disposal Contract

Escrow Agreement Job Order Schedule NEBRASKA PUBLIC POWER P.O. BOX 499 Columbus, NE 68601 Attn: GAry Sinclair

The following Job Orders (Manifests) have been located at the Rose Chemical facility, Holden, Missouri and have been identified as PCB material shipped by your organization.

Manifest # 1455

Manifest # 1451 ~

Manifest # 1228

Manifest # 1229 /

Manifest # I230 ~

Manifest # 1328

Manifest # 1348

Manifest # 1441 /

Have disposal cersisiantion for Transformer included in unifest NO.

we do Not have Cert, For Mans Fest # 1388 which they do not Show

Inventory Charge @ \$1,000.00 per Job Order

\$8,000.00

Please make check payable to: E.T.I. - Rose Inventory

AGREEMENT

AGREEMENT made this ______ day of May, 1986 by and between ENVIRONMENTAL TECHNOLOGY, INC., whose post office address and general business office is located at 84 Sweeney Street in the City of North Tonawanda, County of Niagara and State of New York (hereinafter called "ETI") and that Individual, Partnership or Corporation whose name and address appear on the signature page of this Agreement (hereinafter called the "CUSTOMER").

WITNESSETH:

WHEREAS, CUSTOMER has had its waste material transported to the Martha C. Rose Chemicals, Inc., PCB Division (hereinafter called "Rose Chemicals") disposal site in the Town of Holden, Missouri, and understands that the material remains at the Rose Chemicals disposal site and must be removed, but that it cannot be removed prior to a physical inventory and separation taking place, and understands that subsequent to removal of the material, it will be necessary to clean up the site in accordance with and to the satisfaction of Environmental Protection Agency standards; and

WHEREAS, CUSTOMER, recognizing the expertise of ETI to perform the necessary functions of inventory, transportation and site clean-up work, is willing to retain and hire ETI for that purpose.

NOW, THEREFORE, in view of the foregoing recitals, it is agreed as follows:

- 1. The CUSTOMER agrees to retain ETI to perform the book inventory and physical inventory and separation of the CUSTOMER's material located at the disposal site owned by Rose Chemials in the Town of Holden, Missouri, and agrees to pay to ETI the sum of \$1,000.00 per job order issued by Rose Chemicals relative to its material transported to Rose Chemical's disposal facility. The CUSTOMER agrees to pay that amount to ETI upon the receipt of the invoice.
- 2. The CUSTOMER agrees to hire ETI for the purpose of transporting or arranging for the transportation of the CUSTOMER's material to a proper disposal facility approved for and permitted by the U.S. Environmental Protection Agency and those state or local agencies which have authority over such facilities. The CUSTOMER agrees to pay the transportation and disposal charges upon receipt of an invoice for such services and in the manner hereinafter provided.
- 3. ETI agrees that the CUSTOMER's material shall be properly classified, described, packaged and labeled prior to loading, and will be in proper condition for transportation or disposal according to applicable standards and regulations of the U.S. Department of Transportation, the U.S. Environmental Protection Agency, or any relevant state agency. ETI agrees that it will conform with those standards and regulations in the transportation of the material. ETI agrees to assume any responsibility for compliance with any special local regulations which may apply to loading and transportation of the material.
- 4. The CUSTOMER understands and agrees that prior to ETI's performance of any services regarding the transportation and disposal of the material, it shall be paid in full, with payment being made to Manufacturers & Traders Trust Company at One M & T Plaza, Buffalo, New York 14240, acting as escrow depository, and shall be administered by the escrow depository according to the terms of the Escrow Agreement. A copy of the Escrow Agreement is attached hereto and marked Exhibit A.

- 5. The CUSTOMER understands and agrees that for invoicing purposes, PCB items will be weighed by ETI and that said weight reading shall be conclusive and binding to the CUSTOMER.
- 6. The CUSTOMER understands and agrees that for invoicing purposes, all oil shall be analyzed by ETI and that the laboratory analysis shall be binding upon the CUSTOMER.
- 7. The CUSTOMER further agrees to pay any applicable federal, state or local taxes, incuding sales and use tax, imposed upon ETI by governmental authorities for services rendered by ETI to the CUSTOMER.
- 8. The parties agree that any question of law arising out of dispute between ETI and the CUSTOMER shall be decided in accordance with the laws of the State of New York. Any dispute shall be decided by the courts in the State of New York and County of Niagara.
- 9. The CUSTOMER understands that site clean up is required 'by EPA Region VII and is the responsibility of the generator, and agrees to pay to ETI its proportionate costs of site clean-up services to be performed by ETI upon receipt of an invoice from ETI for such services. This charge for site clean up services shall be paid prior to ETI's performance of site clean up services, and shall be paid directly to Manufacturers & Traders Trust Company, the escrow depository.
- 10. This Agreement contains the entire agreement between ETI and the CUSTOMER in respect to the services and payments to be made. All previous representations which are relating thereto are hereby annulled and superseded. All modifications shall be binding upon either party unless they are made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, ETI and the CUSTOMER cause this Agreement to be executed by its duly authorized representative on the day and year set forth below:

ACCEPTED BY:	ENVIRONMENTAL TECHNOLOGY, INC.
	BY:
	TYPED NAME:
	TITLE:
	Dated:
•	
·	
ACCEPTED BY:	CUSTOMER:
	BY:
	TYPED NAME:
	TITLE
	Dated:

ESCROW AGREEMENT

AGREEMENT made this 23rd day of May, 1986 by and between ENVIRONMENTAL TECHNOLOGY, INC., a Delaware corporation, with its principal office at 84 Sweeney Street in the City of North Tonawanda, County of Niagara and State of New York and MANUFACTURERS & TRADERS TRUST COMPANY, a New York banking corporation having an office at One M & T Plaza in the City of Buffalo, County of Erie and State of New York (hereinafter referred to as the "escrow depository").

WHEREAS, Environmental Technology, Inc. has entered into a Management Agreement with Martha C. Rose Chemicals, Inc. for the purpose of managing and supervising the removal of waste material stored in the warehouse and for the purpose of managing and supervising the clean up of the warehouse owned by Martha C. Rose Chemicals, Inc. in the Town of Holden, Missouri; and

WHEREAS, Environmental Technology, Inc. is contemplating entering into agreements with former customers of Martha C. Rose Chemicals, Inc. for the purpose of performing an inventory, sorting, analyzing and removing the waste material belonging to the former customers of Martha C. Rose Chemicals, Inc. and in site clean up work; and

WHEREAS, as part of each agreement, it is required that an escrow depository be established for the purpose of receiving the funds from each customer-generator prior to Environmental Technology, Inc.'s performing any service and to be released only upon a Certificate of Disposal and/or Destruction being received by the escrow depository; and

WHEREAS, Environmental Technology, Inc. wishes to establish the escrow depository to receive deposits directly from the customer-generator whose hazardous waste is presently being stored at the warehouse of Martha C. Rose Chemicals, Inc., and such funds so deposited are not to be released until a Certificate of Disposal and/or Destruction is received by the escrow depository.

NOW, THEREFORE, the parties agree as follows:

- 1. The escrow depository shall accept deposits directly from Environmental Technology, Inc.'s customers-generators to be placed in an escrow account (hereinafter called the "account") established with the escrow depository for the payment of the costs attributable to the analysis, packaging, transportation and disposal of the customer-generator's hazardous waste and site clean up work.
- 2. The escrow depository shall, upon the written direction of Environmental Technology, Inc. invest the funds; provided, however, that any investment shall be made only if the daily liquidity of the funds in the account can be maintained. Any interest or income earned on the funds shall always belong to Environmental Technology, Inc.
- 3. (a) To the extent that funds are available in the account, and to the extent that the escrow depository is satisfied and may do so without incurring any liability, the escrow depository shall, from time to time, release all of the funds from the account of a customer-generator pertaining to the transportation and disposal of the customer's material upon the escrow depository's receipt of a Certificate of Disposal and/or Destruction issued by the disposal facility relating to that specific customer's account and to that specific customer's material.
- (b) To the extent that funds are available in the account, and to the extent that the escrow depository is satisfied and may do so without incurring any liability, the escrow depository shall, from time to time, release all of the funds in the customer's account pertaining to the site clean up work upon receipt by the escrow depository of written notification that the work has been completed to the satisfaction of the Environmental Protection Agency, Region VII.
- 4. From the funds released, the escrow depository shall, from time to time, make payments therefrom as directed by Environmental Technology, Inc., in writing, and submitted to the escrow depository at least five (5) banking days prior to the date on which a payment is requested to be made.

- 5. Environmental Technology, Inc. shall pay to the escrow depository as its fees and for its disbursements in connection with its services under this Escrow Agreement the amounts reflected on the Schedule attached hereto and made a part hereof and marked Exhibit "A". Should Environmental Technology, Inc. fail to pay promptly to the escrow depository the amount of such fees and disbursements, the escrow depository shall be entitled to be reimbursed therefor from the funds in the account.
- 6. The escrow depository may rely and shall be protected in acting or refraining from acting upon any written certification or notice furnished by PHILIP E. BADAME or JOHN F. PAPSIDERO, the designated representatives of Environmental Technology, Inc. In the event the designated representatives or any subsequent substitute designated representative shall die, refuse or be unable to act hereunder for any reason whatsoever, Environmental Technology, Inc. shall designate, in writing, to the escrow depository a substitute designated representative who shall act in his place.
- 7. Without any certification, notification or consent, the escrow depository may deposit all or part of the funds in the account with a court upon receipt of any notice from a court or governmental agency requiring it to do so without any further liability or responsibility for the escrow depository hereunder or otherwise.
- 8. The escrow depository may resign as escrow agent at any time by giving to Environmental Technology, Inc. written notice of its resignation, in which case a successor escrow agent hereunder may be appointed by a designation, in writing, signed by Environmental Technology, Inc.'s designated representative. Upon the appointment of such successor escrow agent, the escrow depository shall transfer any funds in the account to such successor escrow agent. If no such successor escrow agent is appointed within sixty (60) days of such notice, the escrow depository may, but need not, deposit any funds in the account with a court in accordance with paragraph 7 above. In either case, after such transfer, the escrow depository shall have no further liability or responsibility hereunder or otherwise.

- The escrow depository shall have no duties except those which are expressly set forth herein, and shall not be liable for any action taken by it or failure to act in good faith, or believed by it to be within the rights or powers conferred upon it hereby. The escrow depository may consult with counsel of its own choice in respect of any question relating to its duties or responsibilities hereunder, and it shall not be liable for any act done or omitted by it in good faith on advice of counsel. The escrow depository shall be entitled, in its discretion, to retain counsel and to incur other expenses which are reasonable and necessary in connection with the performance of its duties hereunder and to be reimbursed for reasonable counsel fees and such other expenses from the funds in the account. depository shall not be required to defend any legal proceedings which may be instituted against it in respect to the subject matter hereof, but shall be indemnified and held harmless by Environmental Technology, Inc. to the escrow depository's satisfaction against the cost and expense of any such defense if undertaken. The escrow depository shall be protected in acting under any certificate, statement, request, consent, instruction, agreement or other instrument whatsoever, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained, which it shall in good faith believe valid and to have been signed or presented by a proper person or persons, including, without limitation, Environmental Technology, Inc.'s designated representative. The escrow depository is relieved from giving any bond or making any inventory, accounting, return or report to any court or person whatsoever. Environmental. Technology, Inc. shall indemnify and hold the escrow depository harmless from any and all losses or damages that may be incurred by the escrow depository arising out of or in connection with its entering into this Agreement or carrying out its duties hereunder, and the escrow depository shall have absolutely no liability or responsibility whatsoever unless the escrow depository is finally determined by a court of competent jurisdiction to have committed an intentional wrongful act or to have been grossly negligent with respect to its duties hereunder.
- 10. This Agreement shall terminate at such time as: (a) the escrow depository shall have paid out all of the funds in the account in accordance with the provisions of this Agreement, and (b) the escrow depository shall have elected to close and shall have closed the account.
- 11. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the internal law of the State of New York without regard to principles of conflict of laws.

- 12. This Agreement is the final and complete agreement between the parties hereto concerning the account and may not be changed or terminated orally or by any course of conduct or usage of trade, but only by an agreement, in writing, duly executed by the parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not impair or otherwise affect the validity or enforceability of any other provision of this Agreement.
- 13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized Officers as of the day and year first above written.

ENVIRONMENTAL TECHNOLOGY, INC.

Bv:

hilip E. Badame President

Af Home

MANUFACTURERS & TRADERS TRUST CO.

B...

Title:

VICE PRESIDENT



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 726 MINNESOTA AVENUE KANSAS CITY, KANSAS 66101

April 23, 1986

Mr. Phillip E. Badame President Environmental Technology, Inc. c/o Rose Chemical Company 2459 Charlotte Street Kansas City, Missouri 64108

Dear Mr. Badame:

At the meeting in our offices on April 17, 1986, you explained your plans to commence activities leading to a clean-up of the Martha C. Rose Chemical Company (MRC) warehouse at Holden, Missouri. You also informed us that Environmental Technology, Inc. (ETI), intends to acquire MRC, and gave us a copy of a letter of April 14, 1986, to Walter C. Carolan, President, MRC, which confirms that agreement, contingent on several conditions. We understand that ETI is now operating in Missouri from the offices of MRC.

As we informed you at the meeting, the Environmental Protection Agency's (EPA) concerns about MRC are related primarily to the environmental and health problems presented by the large quantities of PCB materials at the Holden warehouse and the numerous violations of the Toxic Substances Control Act (TSCA) connected thereto. We have taken no action to date to require that MRC cease operations, but have taken action to require that any continuing operations be in compliance with the PCB laws and regulations, and avoid a threat to health or the environment. If ETI intends to pursue the acquisition of MRC, there are several facts of which you should be aware. Among the terms and conditions for acquisition of MRC identified in your letter are:

any and all deficiencies which are currently an impediment to the future of Rose Chemical Company. In this light it is absolutely essential that we have the assurance of Region VII Environmental Protection Agency that if all deficiencies are corrected, they will renew the PCB permits as they reach their expiration dates. . . and

In order for Environmental Technology, Inc., to complete the remediation project at the Holden, Missouri facility, it is essential that Region VII Environmental Protection Agency keep the permits in force so that we may process the PCB material at the site and complete the disposal process.

As we informed you at the meeting, the current PCB permits are under separate Notices of Intent to Suspend or Revoke, issued on February 13, 1986. The Notices required MRC to perform numerous corrective activities to assure compliance with the PCB regulations and the terms of two outstanding Orders on Consent issued for past violations. The Notices of Intent to Revoke are attached, as well as the Orders on Consent, so that you may understand the nature and extent of the environmental problems at the Holden facility. The EPA has inspected the facilities and documented additional violations since the Notices of Intent were issued, but no further action has been taken at this time. Since the time of issuance of the Notices, no response has been received from MRC. One of the permits expired on March 15, 1986. The second permit is scheduled for expiration on October 15, 1986. Under these circumstances; EPA cannot provide any assurance that the remaining PCB permits will be renewed as they reach their expiration dates. However, as we explained at the meeting, ETI does have opportunity to qualify as a licensed PCB disposal facility under the same terms as any new applicant.

As we informed you at the meeting, if ETI or its Missouri subsidiary, Hazardous Waste Management, Inc., is to commence PCB disposal operations at the MRC facility, or any other location, TSCA regulations require that new permits be issued. A transfer or assumption of the permits presently held by MRC is not authorized by law.

If the acquisition of MRC by ETL does not occur, and ETI or MRC does not act to address the environmental and health problems at the site, we do wish to assure you that EPA is interested in providing assistance to any entity which is capable of undertaking the inventory, clean-up, and disposal of the PCBs and any other hazardous substances at the MRC warehouse at Holden, Missouri. Currently, based on the information available to us, we believe MRC is responsible for that activity, and we expect that they will perform their legal obligations. However, if MRC does not meet its legal obligations, the generators and responsible parties do have a legal responsibility for the clean-up. Under any circumstances, if the clean-up is to be undertaken by any entity, or consortium of responsible parties, there are two general conditions which must be met before any clean-up activities commence. Those conditions are:

- Any clean-up activities undertaken must lead to and be a part of a total clean-up of all PCBs and other chemical contamination at the site which is in violation of regulatory levels or of concern from a health or environmental endangerment standpoint. It is not acceptable to EPA that only a portion of the facility or of the contaminated materials at the site be cleaned up until there has been a plan for total clean-up prepared and committed to by financially responsible entities. We believe these conditions are important because of our concern for the possibility of health endangerment which may be created by a partial clean-up, and the possibility of additional expense for any parties which later will be responsible for the remainder of the partial clean-up as opposed to the costs of a coordinated, complete clean-up. Our expectation is that any clean-up would commence with an identification of the contaminated materials, buildings, and grounds at the site or offsite, an allocation of those items as to responsible parties, and proceed with a further engineering plan and feasibility study for the proper corrective action, including disposal, which takes into account the feasible alternatives for disposal and a comparison of the costs thereof.
- 2. Any clean-up undertaken at the site must take place under the structure of an enforceable order entered by EPA and the party or parties undertaking the clean-up. We believe this is a required part of any clean-up proposal due to the necessity of assuring that any clean-up undertaken will be followed through to its conclusion, and that the financial, institutional, and managerial responsibilities for the clean-up will be negotiated in advance, and carried through to conclusion by the party or parties who are responsible.

With respect to the draft letter which you provided us which you intend to send to the identified generator parties, we have comments which will be provided to you by separate letter.

We appreciate the information you have provided and will be available for any further discussion on these matters. Because we have had numerous inquiries from generators and other potentially responsible parties on this matter, we are sending copies of this letter to them to confirm our position.

Sincerely yours,

David R. Tripp Regional Counsel blcc:

Morris Kay, Regional Administrator, EPA
Ronald R. Ritter, Congressional & Intergovernmental Liaison, EPA
Rowena Michaels, Director, Office of Public Affairs, EPA
William A. Spratlin, Jr. Director

Air & Toxics Substances Div., EPA
David A. Wagoner, Director, Waste Management Div., EPA
Leo Alderman, Chief, Toxics and Pesticides Branch, EPA
Robert L. Patrick, Associate Regional Counsel, EPA
Henry H. Rompage, Assistant Regional Counsel, EPA
Bruce Buckheit, Department of Justice
Following Generators:

Campbell's Soup Company Attn: Jim Currey Rt 110-E Napoleon, OH 43545

Campbell's Soup Company Attn: Bob Erickson Platte & Factory Street Fremont, NE 68025

Campbell's Soup Company Attn: P. Moeszinger 6200 Franklin Blvd. Sacramento, CA 95824

Campbell's Soup Company Attn: Jack Laird P.O. Box 29 Chestertown, MD 21260

Central Louisiana Electric Co. Attn: Paul Turregano P.O. Box 510 Pineville, LA 71360

Illinois Power
Attn: Bart Idle
P.O. Box 511
Decatur, IL 62525

Interstate Power Attn: H. H. Faherty 1000 Main Street Dubuque, IA 52001

Iowa Public Service Attn: Jack Hardy P.O. Box 778 Sioux City, IA 51102 Kansas Power & Light Attn: Bruce Caler P.O. Box 889 Topeka, KS 66601

Louisiana Power and Light Attn: Ed Peters P.O. Box 61009 New Orleans, LA 70161-1009

New England Power Attn: Bob Moon 25 Research Drive Westborough, MA 01581

Savannah Electric Attn: W. Watzgar P.O. Box 966 Savannah, GA 31402

Southwestern Electric Power Co. Attn: Tom Epperson P.O. Box 21106
Shreveport, LA 71156

Transformer Services Attn: Steven Booth Regional Drive Concord, NH 03301

West Texas Utilities Attn: Carl Norton P.O. Box 841 Abilene, TX 79604

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- 1. Policy No. 91 CLR P22001E, policy period 7-1-81 to 7-1-82, between Hartford Accident and Indemnity Company, insurer, and Nebraska Public Power District, insured.
- 2. Policy No. 91 CLR P22003E, policy period 7-1-82 to 7-1-83, between Hartford Accident and Indemnity Company, insurer, and Nebraska Public Power District, insured.
- 3. Policy No. 91 CLR P22005E, policy period 7-1-83 to 7-1-84, between Hartford Accident and Indemnity Company, insurer, and Nebraska Public Power District, insured.
- 4. Policy No. 91 CLR P22007E, policy period 7-1-84 to 7-1-85, between Hartford Accident and Indemnity Company, insurer, and Nebraska Public Power District, insured.
- 5. Policy No. 91 CLR P22009E, policy period 7-1-85 to 7-1-86, between Hartford Accident and Indemnity Company, insurer, and Nebraska Public Power District, insured.
- 6. Policy No. 91 CLR P22011E, policy period 7-1-86 to 7-1-87, between Hartford Accident and Indemnity Company, insurer, and Nebraska Public Power District, insured.

CASUALTY INSURANCE POLICY

THE HARTFORD

CONFIDENTIAL

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GENERAL POLICY PROVISIONS Form 8117

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the Insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE

Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy,
- and the cost of bail bonds required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed aperations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

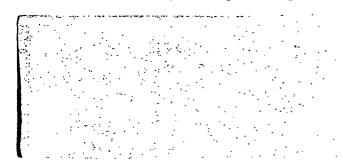
"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed.
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

 (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,



- (b) the existence of tools, uninstalled equipment or abandoned or unused materials. or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations":

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract:

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the nuncipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the

named insured, including the ways immediately adjoining, or (?\designed for use principally off public roads, or (4) designed or mai.tained for the sole purpose of alfording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured:

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefron. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis for:

- (a) Comprehensive General Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance, "admissions" means the total number of persons, other than employees of the named insured, admitted to the event covered by the insurance or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (b) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Owners' and Contractors' Protective Liability Insurance, "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (c) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance or Completed Operations and Products Liability Insurance, "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (d) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance which includes coverage for structural alterations, new construction and demolition operations, "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

STATEMENT OF PREMIUM ADJUSTMENT



THE HARTFORD

4 [I] Hartford Fire Insurance Company 3 [5] Hartford Accident and Indemnity Company 3 [3] Hartford Casuaity Insurance Company New York Underwriters Insurance Company Twin City Fire Insurance Company

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ខ្លី 🗓 Hartford Casualty Insurance Company ខ្ល 🗹 Twin City Fire Insurance Company

THE HARTFORD	Hartford Plaza, Hartford, Connecticut 06115	
INSURER → Co. 5	POLICY NO. 91 C LRP	22001E
Previous Policy No NEW NEW Named Insured and Mail Address (No., Street, Town, County, State, Zinche Named Insured is: Individual Partnership X Corpo	NEBRASKA PUBLIC POWER DI 1414 15TH ST.	
Joint Venture (Other)	1 .	on
Producer's Name and Address Producer's Code	► From 07-01-81 To 07-01-	•
BECHER-CURRY CO. 91 0284	herein. Audit Period: Annual, unless otherwise s	
3. The advance premium for this policy is as stated below. In such limits of liability as are stated therein and subject to	surance is afforded by the Coverage Parts forn all the terms of the policy having reference t	ning a part hereof, subject to hereto.
SUMMARY OF	ADVANCE PREMIUMS	
COVERAGE PARTS		ADVANCE PREMIUM
Comprehensive General Liability Insurance		158,355. R \$ 63,372. E
Premises Medical Payments Insurance		\$
Contractual Liability Insurance		\$ INCL.
Completed Operations and Products Liability Insu	urance	\$
Owners' and Contractors' Protective Liability Insu	urance	\$ INCL.
Storekeepers' Insurance		<u> </u>
Personal Injury Liability Insurance		\$ INCL.
Comprehensive — Plus General Liability Insurance	ce .	<u> </u>
	·	\$
		\$
		\$
Business Auto	N	43,297. R \$ 21.411. E
Truckers		\$
Garage		\$
Form Numbers of Coverage Parts and endorsements not liste Policy at Issue:	L-3064 ADVA	NCE 201,652. R
L2853-2, L3503-1, G2240-3B, L3523-0, If Policy Period more than one year: Gross Premium \$	L3525-0, C2013-0 AL-57-0 PREN Discount \$	
Premium is payable: On effective date of Policy \$	1st Anniversary \$ 2n	d Anniversary \$
4. Business of the named insured is	ELECTRICAL UTILITY	U-01115
07-15-81- /LM	Countersigned by William J.	Share I a
orm AL-102-0 Printed in U.S.A.	Countersigned by	Authorized Agent

Form AL-102-0 Printed in U.S.A.

Retrospective Premium Endorsement — Short Form



Named Insured and Address

This endorsement forms a part of Policy No....91 CLR P22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Nebraska Public Power District P.O. Box 499 Columbus, Nebraska

Effective dateJuly...1,...1981.......as stated in the Declarations of the Policy.Effective hour is the same

It is agreed that the premium for this policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsement forming a part of policy 91 WER P22000E

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Authorized Agent

indorsement acknowledged and accepted by the Named Insured:

Rich - In. al (Signature of Authorized Officer)

(Title) (Date)

Form L-1718-6 Printed in U.S.A.

Definition of Symbols "R" and "E"



THE HARTFORD

Named Insured and Address

Nebraska Public Power District P.O. Box 499 Columbus, Nebraska

Effective dateJuly 1, 1981 Effective hour is the same as stated in the Declarations of the Policy.

It is agreed that,

- a. the symbol "R" designates the rates and premiums for that insurance which is subject to Retrospective Rating Plan D, as specified in Paragraph 3, Table 1 of the Retrospective Premium Encorsement Plan D, and
- b. the symbol "E" designates the rates and premiums for that insurance which is not subject to Retrospective Rating Plan D, as specified in Paragraph 3, Table 1 of the Retrospective Premium Endorsement Plan D.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Mulian Authorized Agent

Form L-3859-0 Printed in U.S.A. (NS)

Employee Benefits Liability Insurance Coverage Part



91 C LRP22001E

SCHEDULE

Insurance is afforded with respect to the following coverage,	subject to the limits of liability stated herei	n and to all the terms of the policy relating
therete		•

Coverage	Limits of Liabilit	у	
Employee Benefits Liability	\$ 500	<u>.</u>	
Estimated Number of Employees	Rate (Each Emp		Advance Premium
Form Numbers of Endorsements forming part of this Coverage Part a	1 '	First 5,000 Next 5,000 Over 10,000 TOTAL	
AL-8-1B (AMENDMENT OF CLAIMS MADE)		ADVANCE PREMIUM	INCLUDED IN COMPOSITE RATE
The conditions and provisions printed on Page EBL-2 of this form are a	part hereof.		
(For use only if this Coverage Part is effective after the effective dat This Coverage Part is effective(at the hour statissued to	ted in the policy) a	11/1	
	Countersigne	ed by <u>Millie</u>	am Skreiker

EMPLOYEE BENEFITS LIABILITY COVERAGE

The company will pay on behalf of the **insured** all sums in excess of the deductible amount which the **insured** shall become legally obligated to pay as damages on account of any claim against the **insured** arising out of any negligent act or omission within the United States of America, its territories or possessions, or Canada, in the **administration** of the **named insured's Employee Benefit Programs**, provided such claim is first made against the **insured** during the period this insurance is in force and the **Insured** at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.

The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such a claim, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment, on account of one or more claims to which this insurance applies, of judgments or settlements or of sums described in the "Supplementary Payments" provision, or both.

Exclusions

This insurance does not apply to:

- (a) any claim arising out of
 - (1) bodily injury or property damage;
 - (2) any dishonest, fraudulent, criminal or malicious act or out of libel, stander, discrimination or humiliation;
 - (3) the failure of any investment or savings program to perform as represented by an insured;
 - advice given by an Insured to an employee to participate or not to participate in any investment or savings program;
- (b) any claim arising out of the failure of the insured, or any insurer, fiduciary, trustee or fiscal agent, to perform any of their obligations or to fulfill any of their guarantees with respect to (i) the payment of benefits under Employee Benefit Programs or (ii) the providing, handling or investment of funds related thereto.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any employee of the named insured while acting within the scope of his duties in connection with the administration of the named insured's Employee Benefit Programs.

This insurance does not apply to any claim arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. SUPPLEMENTARY PAYMENTS

With respect only to the insurance under the Employee Benefits Liability Coverage, the "Supplementary Payments" provision is amended to read as follows:

Supplementary Payments

The company will pay, as part of and not in addition to, the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (b) premiums on appeal bonds required in any such suit, and premiums on bonds to release attachments in any such suit, for an amount not in excess of the applicable limit of liability of this insurance, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

IV. LIMITS OF LIABILITY - DEDUCTIBLE

Form L-2853-2

Regardless of the number of (1) **insureds** under this policy, or (2) claims made or suits brought on account of alleged acts or omissions by an **insured**, the company's liability is limited as follows:

With respect to this insurance, the limit of liability stated in the Schedule as applicable to "each claim" is the total limit of the company's liability, including liability for all damages and for all costs, expenses and premiums for release of attachment or appeal bonds described in the "Supplementary Payments" provision and incurred in accordance therewith, on account of each claim to which this insurance applies.

For the purpose of applying the limits of the company's liability, all damages claimed by one employee as the result of a series of acts or omissions shall be considered as comprising one claim.

\$1000 shall be deducted from the total amount of damages, exclusive of such costs, expenses and premiums, on account of each claim. All the terms of this insurance apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The limit of liability stated in the Schedule as "aggregate" is, subject to the above provision respecting "each claim", the total limit of the company's liability, including liability for all damages and for all such costs, expenses and bond premiums incurred, on account of all claims to which this insurance applies.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"administration" means

- (1) giving counsel to employees of the named insured including the employees dependents and beneficiaries with respect to eligibility in or scope of Employee Benefit Programs available to such employee by virtue of his employment by the named insured;
- (2) handling of records in connection with Employee Benefit Programs;
- (3) effecting or terminating enrollment of any employee of the named insured under Employee Benefit Program:

provided all such acts are authorized by the named insured:

"Employee Benefit Programs" means a formal program or programs of employee benefits maintained in connection with the business or operations of the named insured covered by the Bodily Injury and Property Damage Liability Coverages of this policy, such as but not limited to Group Life Insurance, Group Accident or Health Insurance. Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

VI. CONDITIONS

- All of the Conditions of the policy apply to this insurance except "Financial Responsibility Laws" and "Other Insurance".
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the insured, and shall not contribute with any such other insurance.



This endorsement forms a part of Policy No....91 C LRP22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EMPLOYEE BENEFIT LIABILITY INSURANCE

AMENDMENT OF CLAIMS MADE PROVISION

IT IS AGREED THAT THE INSURANCE IS AMENDED AS FOLLOWS:

PROVISION I, "EMPLOYEE BENEFITS LIABILITY COVERAGE" IS AMENDED BY ADDING THERETO
THE FOLLOWING AS THE SECOND PARAGRAPH THEREOF:

IN ADDITION AND SUBJECT TO THE FOREGOING PROVISIONS, A CLAIM FOR DAMAGE SHALL BE CONSIDERED AS BEING FIRST MADE AT THE EARLIER OF THE FOLLOWING TIMES:

- (1) WHEN THE INSURED FIRST GIVES WRITTEN NOTICE TO THE COMPANY OF SPECIFIC CIRCUMSTANCES INVOLVING A PARTICULAR PERSON WHICH MAY RESULT IN A CLAIM FOR DAMAGES; OR
- (2) IN THE EVENT THE POLICY IS CANCELLED OR OTHERWISE TERMINATED AND A NEGLIGENT ACT OR OMISSION, TO WHICH THIS INSURANCE APPLIES, OCCURRED DURING THE PERIOD PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION, THE DATE ON WHICH CLAIM IS MADE IF WITHIN SIXTY DAYS AFTER SUCH CANCELLATION OR TERMINATION AND PROVIDED WRITTEN NOTICE THEREOF IS GIVEN BY THE INSURED TO THE COMPANY AS REQUIRED BY THE PROVISIONS OF THIS INSURANCE.
- THE FOLLOWING SUBDIVISION IS ADDED TO EXCLUSION (a):
 - (5) LIABILITY OF THE INSURED FOR DAMAGES BECAUSE OF ANY NEGLIGENT ACT OR OMISSION WHICH OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE, IF INSURANCE WITH RESPECT TO SUCH LIABILITY IS AFFORDED IN WHOLE OR IN PART UNDER ANY OTHER INSURANCE POLICY (OTHER THAN A POLICY ISSUED BY THE COMPANY) OR UNDER A QUALIFIED PLAN OF SELF INSURANCE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by......

Authorized Agent

Comprehensive General Liability Insurance Coverage Part



		ate of the Policy) (at the hour stated	in the p	olicy) and forms	a part of the ab	ove designa
ne Company, in consideration of the payment of the profits the named insured as follows:	emium and sub	pject to all of the pro	ovisions (of the policy not	expressly modifie	d herein, ag
	٠				•	
CHEDULE ne insurance afforded is only with respect to such ne limit of the company's liability against each su nference thereto.	of the follow ch coverage	ing coverages as shall be as stated	are indi herein,	cated by speci subject to all	lic premium cha the terms of thi	rge or char s policy ha
overages	Advance Pr	emiums		Limits of Liab	llity	
A — Bodily Injury Liability	\$ 158,3 63,3	55. R 72. E		\$ 500	,000 each occ	urrence
				\$ 500	,000 aggregate)
8 Property Damage Liability	\$ INCLU	DED		\$ 200	,000 each occi	
sting Classifications		1	T	s 500.	,000 aggregate	
ntries herein, except as specifically provided els- here in this policy, do not modify any of the other rovisions of this policy.	Code No.	Premium Bases	Rates B.I.	P.D.	Advance Premi B.I.	P.D.
) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	100 Sq. Ft. of Area Linear Foot \$100 of Remun. \$100 of Receipts	!	
) Escalators		(e) Landings		Landing		ļ
) Independent Contractors		(f) Cost		\$100 of Cost		
i) Completed Operations		(g) Receipts	1.07	\$1,000 of Receipts	1	
) Products		(h) Sales		\$1,000 of Sales		.
EE AL-8-1 COMPOSITE RATE NDORSEMENT					158,355.R 63,372.E	I .
		<u> </u>				
						ļ.
		ì				
			1		Í	
orm Numbers of Endorsements forming part of thi	e Coverene F	last at lesses		AL ADVANCE	158,355.R	

The conditions and provisions printed on pages CGL-2 and CGL-3 of this form are hereby referred to and made a part hereof.

1st Anniversary \$

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part///

Countersigned by ...

2nd Anniversary \$

Authorized Agent

In effective date of Policy \$

Comprehensive General Liability Insurance Coverage Part (Continued)

I. COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the Insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A - bodily injury or

Coverage B - property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage ansing out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course
 of the transportation of mobile equipment by an automobile owned
 or operated by or rented or loaned to any insured;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - liability assumed by the insured under an incidental contract.or
 - (2) expenses for first aid under the Supplementary Payments provision;

- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contibutes to the intoxication of any person.

but part (ii) of this exclusion does not apply with respect to liability of the *insured* or his indemnitee as an owner or lessor described in (2) above:

- to any obligation for which the *Insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:
- to bodily Injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as * which the insured is for any purpose exercising physical cc trol:

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured ansing out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *named insured's products* or work performed by or on behalf of the *named insured* after such products or work have been put to use by any person or organization other than an *insured*;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",



Policy Number

91 CLR P22001E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated

07 01 81

in the Declarations of the policy.

Endt. No.

ENDORSEMENT FORMS

ENDORSEMENTS FORMING A PART OF COM GEN LIAB L3503-1

AL 8-1 COMPOSITE RATE ENDT - GENERAL LIAB

L 3025-0 ADDITIONAL INS

L4191-0 HOST LIQUOR

AL 8-1 INCIDENTAL MALPRACTICE

L 3022-0 ADDITIONAL INS EMPLOYEES

AL 8-1 EXCLUSION PROPERTY DAMAGE FROM NON SUPPLY OF FUEL OR ENERGY GH76-1

AL 8-1 NON OWNED WATERCRAFT

AL 8-1 FELLOW EMPLOYEE EXCLUSION GH148

AL 8-1 RURAL ELECTRIFICATION GH167

L4128-0

AL 8-1 ADDITIONAL INS ARBORATION

L 3064 HEATING & POWER CO

ENDORSEMENTS FORMING A PART OF AUTO LIAB COV PART C2013-0

CA 0221078

CA2X170178

CA99210178

C 3023-0

G2240-B COMPOSITE RATE ENDT AUTO

G2240-A INCLUSION OF FELLOW EMPLOYEES

ENDORSEMENTS FORMING PART OF GL & AUTO

AL 8-1B AMENDMENT OF CAN PROVISIONS

L 3859-0 DEFINITION OF R & E

AL 57-0 INSTALLMENTS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a luly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



Effective date12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

COMPOSITE RATE GENERAL LIABILITY

IT IS AGREED THAT THE PREMIUM FOR THE INSURANCE AFFORDED BY THE POLICY FOR GENERAL LIABILITY IS PER 100. OF WORKERS COMPENSATION PAYROLL.

THE PREMIUM STATED IN THE DECLARATIONS IS AN ESTIMATED PREMIUM ONLY UPON TERMINATION OF THE POLICY, THE EARNED PREMIUM SHALL BE COMPUTED BY APPLYING THE RATES SHOWN IN THE SCHEDULE BELOW FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY PER 100. OF WORKERS COMPENSATION PAYROLL. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY, IF LESS, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY THE INSURED. THE NAMED INSURED SHALL MAINTAIN RECORDS OF THE INFORMATION NECESSARY FOR PREMIUM COMPUTION ON THE BASIS STATED HEREIN, AND SHALL SEND COPIES OF SUCH RECORDS TO COMPANY AT THE END OF THE POLICY TERM.

ESTIMATED PAYROLL	RATE PER 100. OF PAYROLL	ADVANCE PREMIUM
45,000,000	BI .3519 R PD INCL. .1408 E	158,355. R 63,372. E

INCLUDES COVERAGE FOR EXPLOSION, COLLAPSE & UNDERGROUND HAZARDS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Mullan J. Line de Authorized Agen

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

Named Insured and Address

This endorsement forms a part of Policy No......91...C..LRP22001E... issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

33 MILES OF LINES BETWEEN MISSION,

SD TO VALENTINE, NE

stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- 2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

				Premiu	ms
Designation of Premises (Part Leased to Named Insured)	Name	of Person or Organization (Additional Insured)	Inj	dily ury pility	Property Damage Liability
230 KV TRANSMISSION LINE FORT RANDALL TO COLUMBUS,	NE	NEBRASKA ELECTRIC GENER AND TRANSMISSION CORP.,		INCL.	INCL.
230 KV SUBSTATION AT COLUMNE TERMINAL	MBUS,				

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



y Number

1 CLR P22001E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

<u> 10-01-81</u> Endt. No.

Effective hour is the same as stated in the Declarations of the policy.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH ST COLUMBUS, NE 68601

IT IS HEREBY AGREED AND UNDERSTOOD NEBRASKA ELECTRIC GENERATION AND TRANSMISSION CORP. INC. IS ADDED AS ADDITIONAL INSURED, BUT ONLY IN REGARD TO THEIR INTEREST IN 230 RV TRANSMISSION LINE FROM FT. RANDALL SOUTH DAKOTA TO COLUMBUS, NEBRASKA.

NOTED

NOV 2 5 1981 .

D. M. BLATCHFORD

NK/MG 11-10-81

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a suthorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A.

Authorized Agent



Host Liability Insurance

Named Insured and Address

This endorsement forms a part of Policy No
issued by THE HARTFORD INSURANCE GROUP company designated
therein, and takes effect as of the effective date of said policy unless
another effective date is stated herein.

Effective date12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

It is agreed that exclusion (h) does not apply to liability imposed upon the insured as the result of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages, and provided further that there has been no intentional violation of any statute, regulation, or ordinance committed by or at the direction of the insured.

Nothing herein contained shall be held to vary, waive, alter, axtend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Authorized Agent

Form L-4191-0 Printed in U.S.A. (N.S.)



This endorsement forms a part of Policy No	91 C LRP220011
issued by THE HARTFORD INSURANCE GROUP	company designated
therein, and takes effect as of the effective date	of said policy unless
another effective date is stated herein.	• •

7.1

Effective date12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

INCIDENTAL MALPRACTICE LIABILITY

IT IS AGREED THAT:

- 1. THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES BY ANY PHYSICIAN, DENTIST OR NURSE WHILE EMPLOYED BY THE NAMED INSURED TO PROVIDE SUCH SERVICES;
- 2. EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE EMOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by....

Authorized Agent

ADDITIONAL INSURED (Employees)

Named Insured and Address

Effective date

12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance "forded to such employee does not apply:

- to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partner-ship or joint venture, any partner or member thereof.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD

Form L-3022-0 Printed in U. S. A. 7-'66 (IRB: G 106)

Countersigned by Milliann J. S.

11-01129

Authorized Agent

EXCLUSION - PROPERTY DAMAGE FROM NON-SUPPLY OF FUEL OR EMERGY



Named Insured and Address

Policy Number

C LRP2201E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

- (1) The insurance does not apply to property damage arising out of the failure or inability of the insured to supply fuel or energy to any or all of its customers unless such failure or inability results from sudden and accidental physical injury to or destruction of targible property of the insured or of any supplier of fuel or energy to the insured.
- (2) As used in this endorsement, "fuel or energy" means coal, oil, gas, gasoline, electricity or any other product or natural resource used as a source of heat, power or energy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersioned by

Authonzed Acent

0.2120

Form GH-76-1



This endorsement forms a part of Policy No......91. C. LRP22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

ا ارزان

Effective date12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NON-OWNED WATERCRAFT

IT IS HEREBY UNDERSTOOD AND AGREED THAT EXCLUSION

(E)-2 IS NOT APPLICABLE TO NON-OWNED PRIVATE

PASSENGER PLEASURE WATERCRAFT UNDER FIFTY FEET

IN LENGTH.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



This endorsement forms a part of Policy No.....91...C. LRP22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS LIABILITY INSURANCE

ADDITIONAL INSURED (EMPLOYEES)

IT IS AGREED THAT THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE ANY EMPLOYEE OF THE NAMED INSURED WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, BUT THE INSURANCE AFFORDED TO SUCH EMPLOYEE DOES NOT APPLY:

- 1. TO BODILY INJURY TO ANOTHER EMPLOYEE OF THE NAMED INSURED ARISING OUT OF OR IN THE COURSE OF HIS EMPLOYMENT, UNLESS THE NAMED INSURED NOTIFIES THE COMPANY IN WRITING, WITHIN 60 DAYS AFTER FIRST NOTICE OF THE CLAIM TO THE NAMED INSURED, OF ITS INTENTION TO PROVIDE COVERAGE FOR SUCH EMPLOYEE;
- 2. TO BODILY INJURY TO THE NAMED INSURED OR, IF THE NAMED INSURED IS A PARTNER-SHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF;
- 3. TO PROPERTY DAMAGE TO PROPERTY OWNED, OCCUPIED OR USED BY, RENTED TO, IN THE CARE CUSTODY OR CONTROL OF, OR OVER WHICH PHYSICAL CONTROL IS BEING EXERCISED FOR ANY PURPOSE BY (A) ANOTHER EMPLOYEE OF THE NAMED INSURED OR (B) THE NAMED INSURED, OR IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by....

Authorized Ager



This endorsement forms a part of Policy No......91...C...LRP.22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

3

Effective date12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

RURAL ELECTRIFICATION COOPERATIVE ENDORSEMENT (TEXAS)

- I. THE INSURER AGREES WITH THE RURAL ELECTRIFICATION ADMINISTRATION THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:
 - A. THE COMPANY AGREES THAT IT WILL NOT USE, EITHER IN THE ADJUSTMENT OF CLAIMS OR IN THE DEFENSE OF SUITS AGAINST THE INSURED, THE IMMUNITY OF THE INSURED FROM TORT LIABILITY, UNLESS REQUESTED BY THE INSURED TO INTERPOSE SUCH DEFENSE.
 - B. THE INSURED AGREES THAT THE WAIVER OF THE DEFENSE OF IMMUNITY SHALL NOT SUBJECT THE COMPANY TO LIABILITY FOR ANY PORTION OF A CLAIM, VERDICT OR JUDGMENT IN EXCESS OF THE LIMIT OF LIABILITY STATED IN THE POLICY.
 - C. THE COMPANY AGREES THAT IF THE INSURED IS RELIEVED OF LIABILITY BECAUSE OF ITS IMMUNITY, EITHER BY INTERPOSITION OF SUCH DEFENSE AT THE REQUEST OF THE INSURED OR BY VOLUNTARY ACTION OF A COURT, THE INSURANCE APPLICABLE TO THE INJURIES ON WHICH SUCH SUIT IS BASED, TO THE EXTENT TO WHICH IT WOULD OTHERWISE HAVE BEEN AVAILABLE TO THE INSURED, SHALL APPLY TO OFFICERS AND EMPLOYEES OF THE INSURED IN THEIR CAPACITY AS SUCH; PROVIDED, THAT ALL DEFENSES, OTHER THAN IMMUNITY FROM TORT LIABILITY, WHICH WOULD BE AVAILABLE TO THE COMPANY BUT FOR SAID IMMUNITY IN SUITS AGAINST THE INSURED OR AGAINST THE COMPANY UNDER THE POLICY, SHALL BE AVAILABLE TO THE COMPANY WITH RESPECT TO SUCH OFFICERS AND EMPLOYEES IN SUITS AGAINST SUCH OFFICERS AND EMPLOYEES OR AGAINST THE COMPANY UNDER THE POLICY.
- II. THE INSURED ALSO AGREES WITH THE RURAL ELECTRIFICATION ADMINISTRATION AS FOLLOWS:
 - A. THAT THIS ENDORSEMENT FORMS A PART OF THE ORIGINAL POLICY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..

Authorized Agent



PAGE 2

Named Insured and Address

Effective date12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- B. CHANGES IN POLICY FORMS OR ENDORSEMENTS AS A RESULT OF APPROVAL BY A REGULATORY AUTHORITY WILL BE SUBMITTED TO THE RURAL ELECTRIFICATION ADMINISTRATION.
- C. THAT IT WILL MAIL TO SAID ADMINISTRATION, AT LEAST TEN DAYS BEFORE THE EFFECTIVE DATE THEREOF, NOTICE OF CANCELLATION OR TERMINATION OF SAID POLICY.
- D. THAT EACH ENDORSEMENT SUBSEQUENTLY ISSUED WILL BECOME A PART OF SAID ORIGINAL POLICY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent

General Liability Amendatory Endorsement — Additional Definition



Named Insured and Address

issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.
Effective dateEffective hour is the same as stated in the Declarations of the Policy.
It is agreed that the following definition is added:
"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.
This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form L-4128-0 Printed in U.S.A. (ISO: GL 00 19 07 78)



Effective date12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

IT IS AGREED THAT THE NAMED INDIVIDUALS WILL BE ADDITIONAL INSUREDS ONLY AS RESPECTS THEIR OPERATIONS FOR AND IN BEHALF OF THE NAMED INSURED, AND ONLY WHILE ENGAGED IN THE ACTIVITY OF ARBORATION OR REMOVAL OF SIMILAR OBSTRUCTIONS IN THE CONSTRUCTION AND/OR MAINTENANCE OF POWER EQUIPMENT OF FACILITIES.

FOREMEN

LICENSED ARBORISTS

NON LICENSED TRIMMERS

APPRENTICES

CLARENCE WILLS

DAVID TRAVER

ROY HERNANIEZ

TOM SCHLENDER

JOE DOWNS

JEFFREY LEE

JOHN LUEDTKE

DOUGLAS MILLER

RICHARD BAACK

RANDY KEISER

D. PAT ADAMS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent

HEATING AND POWER COMPANIES

(Products Hazard Interpretation)

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 07-01-81

.12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that electricity, gas or steam furnished or supplied by electric light and power, gas, steam heating or power companies or cooperatives shall not be deemed to be "goods or products" subject to the provisions of the policy relating to the products hazard.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



Countersigned by

Form L-3064-0 Printed in U. S. A. 7-'66 (NBCU: G 407)

Contractual Liability Insurance Coverage Part (Blanket Coverage)



Company designated therein, an d takes effect as of the effective date of said policy unless otherwise stated herein.

The Company, in consideration of the payment of the agrees with the named insured as follows:	=	•	ine provisi	ons or the po	mey not expressly	mounted Herein,	
The insurance afforded is only with respect to such o		CHEDULE	ara india	ated by spec	ific promine of	harde or chardes	
The limit of the company's liability against each suc	h coverag	e shail be as stated	i herein, s	ubject to al	the terms of t	his policy having	
reference thereto.						<u> </u>	
Coverages		Advance Premium	8		Limits of Liabil		
YB — Contractual Bodily Injury Liability	\$	INCLUDED IN		\$ 500	oo, doe each occ	urrence	
ZB — Contractual Property Damage Liability	\$	COMPOSITE RAT		\$ 200) ,000 each occ	urrence	
· · · · · · · · · · · · · · · · · · ·		COMPOSITE KAI		\$ 500) ,000 aggregat	e	
	Code		R	ates	Advance	Premiums	
Designation of Contracts	No.	Premium Bases	B. I.	P. D.	B. I.	P. D.	
		(a) Cost	(a) Per \$100	of Cont			
		(b) Sales	(b) Per \$1.0				
TIAT DADT OF ALL INTEREST CONTRACTO		(-,	(2)				
THAT PART OF ALL WRITTEN CONTRACTS OTHER THAN AS DEFINED IN					INCLUDED		
INCIDENTAL CONTRACTS IN THE POLICY		į.			T37		
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N WHICH THE NAMED INSURED ASSUMES	 			1			
TE LIABILITY OF OTHERS	İ				COMPOSITE		
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Form Numbers of Endorsements forming part of this	o Coverage	e rait at 188ue:		ADVANCE REMIUMS	_	Ì.	
AL-8-1B (ORAL CONTRACTS)				KENITUMS	2	5	
If the Policy Period is more than one year, the Prem			•				
On effective date of Policy \$ 1st Annivers	ary \$	Znd A	nniversary	7.5			
The following exclusions also apply:		volucion (a) —v a &			•		
☐ Exclusion (p) — Products and Completed Operation	ns L E	xclusion (q)—x, c &	u				
I. COVERAGE YB—CONTRACTUAL BODILY IN LIABILITY	NJURY	exercise	the insure	d's rights in	the choice of arb	y is not entitled to itrators and in the	
COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY	Y	(2) any sui	it after the	roceedings, or applicable l payment of		oany's liability ha ttlements.	
The company will pay on behalf of the insured all sur		the	-			··•	
insured, by reason of contractual liability assumed by him under any		ny Exclusions	3				
insured, by reason of contractual liability assumed by his		117-					
	or this ins	2 // // // // //	rance does		uzed under anv i-	acidental contract:	
insured, by reason of contractual liability assumed by his written contract of the type designated in the schedule f	or this ins	(a) to liabi	ility assume	ed by the ins	•	ncidental contract; surveyor, to bodil	

The conditions and provisions printed on pages KB-2 and KB-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by

arising out of

Authorized Agent

(i) the preparation or approval of maps, drawings, opinions,

veyor, to the liability of the indemnitee, his agents or employees,

(ii) supervisory, inspection or engineering services;(2) if the indemnitee of the *insured* is an architect, engineer or sur-

reports, surveys, change orders, designs or specifications, and

pay any claim or judgment or to defend

to which this insurance applies, caused by an occurrence, and the com-

pany shall have the right and duty to defend any suit against the insured

seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or

suit as it deems expedient, but the company shall not be obligated to

CONTRACTUAL LIABILITY INSURANCE **COVERAGE PART**

(Blanket Coverage) (Continued)

- (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or
- (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (d) to bodily injury or property damage for which the indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes.

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemploy-ment compensation or disability benefits law, or under any similar
- (f) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to action by the public authority or any other person or organization engaged in the project;
- (g) to properly damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (j) to property damage to the named insured's products arising out of such products or any part of such products;
- (k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (m) As respects any agreement relating to construction operations, to bodily injury or property damage arising out of
 - (1) construction, maintenance or repair of watercraft or loading or unloading thereof, or
 - (2) operations within tifty feet of any railroad property affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- (n) to bodily injury or property damage arising out of the owner maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (o) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

When stated in the schedule as applicable, the following exclusions also apply to contractual liability assumed by the insured.

This insurance does not apply:

- (p) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (q) to property damage included within
 - (1) the explosion hazard,
 - (2) the collapse hazard, or
 - (3) the underground property damage hazard.

II. PERSONS INSURED

17274 3 % 30 100 100 1 7 19 Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a ship or joint venture; the partnership or joint venture so des and any partner or member thereof but only with respect to as liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or properly damage, or (3) claims made or suits brought on account of bodily injury or properly damage, the company's liability is limited as follows:

Coverage YB — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage ZB -- The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property deto which this coverage applies shall not exceed the limit of damage liability stated in the schedule as "aggregate". Such ag limit of liability applies separately with respect to each project away, from premises owned by or rented to the named insured.

Coverages YB and ZB — For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage) (Continued)

, ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

V. POLICY TERRITORY

This insurance applies only to bodily injury or properly damage which occurs within the policy territory.

VI. ADDITIONAL CONDITIONS

Arbitration

The company shall be entitled to exercise all of the insured's rights in

the choice of arbitrators and in the conduct of any arbitration proceeding.

Premium

When used as a premium basis:

- 1. the word "cost" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the insured. It includes the cost of all labor, naterials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusion (m) applies.
- 2. the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.



This endorsement forms a part of Policy No91CLRP22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.	
Effective date	
This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:	
CONTRACTUAL LIABILITY INSURANCE	

IT IS HEREBY UNDERSTOOD AND AGREED THAT ORAL CONTRACTS ARE INCLUDED UNDER FORM L-3523-0 PROVIDED THEY ARE REDUCED TO WRITING WITHIN NINETY (90) DAYS.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

ountersigned by

Authorized Agent



PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

This Coverage Part forms a par	art of Policy No. 91 C LRP22001E	issued by THE HARTFORD	INSURANCE GROUP
Company designated therein, and tak	kes effect as of the effective date of said policy	unless otherwise stated herein.	

policy issued to			
The Company, in consideration of the payment of the premagrees with the named insured as follows:	nium and subject to all of the p	provisions of the	policy not expressly modified herein
	SCHEDULE	•	-
The insurance afforded is only with respect to personal inju offenses as are indicated by specific premium charge or ch	ry arising out of an offense arges.	included with	in such of the following groups o
Coverage	·-		Limits of Liability
PI—Personal Injury Liability		\$ 500	,000 aggregate
		Insured's pa	rticipation NONE %
Groups of Offenses			Advance Premium
A. Faise Arrest, Detention or Imprisonment, or Malicious	Prosecution		\$ INCLUDED IN
B. Libel, Slander, Defamation or Violation of Right of Pri	vacy		\$ COMPOSITE
C. Wrongful Entry or Eviction or Other Invasion of Right	of Private Occupancy	·	\$ RATE
Minimum Premium \$	Total Advar	nce Premium	\$
Location and Description of Exposure	Premium Bases	Rates	Premium
EXCLUSION C DELETED			
Form Numbers of Endorsements forming part of this Coverage Part AL8-1B DISCRIMINATION, AL8-1B PERS I			
If the Policy Period is more than one year, the Premium is		~ · · · · · · · · · · · · · · · · · · ·	
On effective date of Policy \$ 1st Anniversar	ry 2nd Ann	iversary \$	
The conditions and provisions printed on page PI-2 of this form This Coverage Part shall not be binding unless countersigned by effect as of the effective date of the policy and, at issue of said p by a duly authorized agent of the company shall constitute valid	a duly authorized agent of the colicy, forms a part thereof, colic countersignature of this Cov	e company; pro- untersignature o erage Part///	vided that if this Coverage Part take on the declarations page of said policy
	Countersigned by		Authorized A gent

PI-1

Form 1,-3525-0 Printed in U. S. A. (ISO: Advisory: PI 1/1/73)

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

(continued)

I. COVERAGE PI — PERSONAL INJURY LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as *damages* because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement:
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insurel;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (e) to personal injury arising out of any publication or utterance described in Group B concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof;
- (f) to personal injury arising out of any publication or utterance described in Group B made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY -INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



This endorsement forms a part of Policy No 91 C LRP22001	LI
ssued by THE HARTFORD INSURANCE GROUP company designated	
therein, and takes effect as of the effective date of said policy unless	
another effective date is stated herein.	

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

PERSONAL INJURY COVERAGE PART

DISCRIMINATION

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE DELETION OF EXCLUSION "C" DOES NOT AMEND ANY EXCLUSION APPLICABLE TO GROUP D DISCRIMINATION COVERAGES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



This endorsement forms a part of Policy No....91 C LRP22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

PERSONAL INJURY LIABILITY INSURANCE

IT IS AGREED THAT:

1. THE INSURANCE FOR <u>PERSONAL INJURY</u> LIABILITY IS AMENDED TO INCLUDE THE FOLLOWING GROUP OF OFFENSES;

GROUP D- DISCRIMINATION BY REASON OF AGE, SEX, RELIGION OR NATIONAL OR RACIAL ORIGIN NOT COMMITTED BY OR AT THE DIRECTION OF THE <u>INSURED</u> OR ANY EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, PARTNER OR MEMBER OF THE <u>INSURED</u>, BUT ONLY WITH RESPECT TO INJURY TO THE FEELINGS OR REPUTATION OF A NATURAL PERSON ARISING OUT OF SUCH DISCRIMINATION.

- 2. THE INSURANCE FOR DISCRIMINATION DOES NOT APPLY:
 - (A) TO <u>PERSONAL INJURY</u> SUSTAINED IN THE STATES OF NEW YORK OR OHIO, OR IN ANY OTHER STATE OF JURISDICTION WHERE INSURANCE FOR SUCH INJURY IS CONTRARY TO LAW OR PUBLIC POLICY;
 - (B) TO FINES OR PENALTIES;
 - (C) TO AMOUNTS CLAIMED OR AWARDED (WHETHER AS DAMAGES OR OTHERWISE) FOR WAGES, SALARIES OR OTHER FINANCIAL BENEFITS OR ADVANTAGES THAT THE INJURED PERSON WOULD HAVE RECEIVED, BUT FOR THE DISCRIMINATION, AS AN EMPLOYEE OR PROSPECTIVE EMPLOYEE OF ANY INSURED.
 - (D) TO CLASS ACTIONS OR TO ANY INDIVIDUAL CLAIM FOR DAMAGES WHICH IS INCLUDED WITHIN OR IS A PART OF ANY CLASS ACTION;
 - (E) TO PERSONAL INJURY SUSTAINED BY ANY PERSON AS A RESULT OF AN OFFENSE DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE NAMED INSURED.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Affect Mission.

Authorized Agent



Business Auto Coverage Part

ssued to	form a part of	of Policy No	o. 91	C	LRP22001Fto be e	effective		hour stated	in the po	olicy.	The Sto	ck Ins	surance
Company	providing this	insurance	is shown on	the	Declarations Page of su	uch policy as	the "Insurer."						

This Coverage Part is not binding unless countersigned by a duly authorized agent of ours; but if it takes effect as of the effective date of the policy of which this Coverage Part forms a part then countersignature on the Declarations Page of that policy by a duly authorized agent of ours is valid countersignature of this Coverage Part.

All of the provisions, conditions and other terms of this BUSINESS AUTO COVERAGE PART shall apply only as specified herein and none of the provisions, conditions and other terms of the policy of which this BUSINESS AUTO COVERAGE PART forms a part shall apply to insurance hereunder unless otherwise stated herein. Hereafter, any use of the word "policy" in this BUSINESS AUTO COVERAGE PART (or any endorsement forming a part of, changing or applicable to this BUSINESS AUTO COVERAGE PART."

DECLARATIONS — BUSINESS AUTO COVERAGE PART

ITEM ONE - NAMED INSURED AND ADDRESS

This BUSINESS AUTO COVERAGE PART is completed by:

(a) this Declarations Form C-2013,

Form C-2014,

Form C-2015.

Form C-2016,

- (b) its provisions and conditions printed in Form CA00010180
- (c) any Endorsements issued to form a part of it.

Form Numbers of Endorsement forming part of this BUSINESS AUTO COVERAGE PART on the above effective date:

SEE AL8-1 ENDORSEMENT

Countersigned by . .

Authorized Agen

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Form C-2013-0 Printed in U.S.A. (NS)

Form C-2014

DECLARATIONS — BUSINESS AUTO POLICY (Continued) ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS



Policy	No	91	C	LRP	22	00	1E

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the coverage.

		r		T
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE (Absence of a limit entry means that the I entry shown, if any, in item four applies	imit	ESTIMATED Premium
AA = LIABILITY INSURANCE	1	\$ 500 ,000 each accident		43,297. \$ 21,411.
AB = LIABILITY INSURANCE		\$,000 Bodily injury each persor \$,000 Bodily injury each accide \$,000 Property Damage each accide	ent ·	s
AC = PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury F deductible	Protection Endorsement minus	s
AD = ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal I	njury Protection Endorsement	\$
$AE = \frac{PROPERTY PROTECTION INSURANCE}{(Michigan only)}$		Separately stated in the Property Protection \$ deductible for each accident	n Insurance Endorsement minus	\$
AF = AUTO MEDICAL PAYMENTS INSURANCE		S for Bodily Injury for each Insu	red	s .
AG = UNINSURED MOTORISTS INSURANCE	2	\$ 30 ,000 each accident		s incl.
AH = UNINSURED MOTORISTS INSURANCE		Separately stated in the Split Uninsured M	otorists Limits Endorsement	s
PHYSICAL DAMAGE INSURANCE				
L) = COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is smalle; in Item four for each covered auto for all	st, minus any Deductible shown	s
AK = SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small each covered auto for loss covered by mis	lest, minus \$25 Deductible for	\$
AL = FIRE COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is smalle	Stated Amount shown in item est	s
AM = FIRE AND THEFT COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small	Stated Amount shown in Item est	s
$AO = \frac{\text{FIRE, THEFT AND WINDSTORM}}{\text{COVERAGE}}$		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small	Stated Amount shown in Item est	s
AP = LIMITED SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small	Stated Amount shown in item est	s
AR = COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is smalled in Item four for each covered auto	Stated Amount shown in item st, minus any Deductible shown	s
AT = TOWING AND LABOR (Not available in California)		\$25 for each disablement of a private pass	senger auto	\$
	<u> </u>		Endorsement Premium (Not included in above (Coverage premiums)	s
			ESTIMATED TOTAL PREMIUM	43,297 \$ 21,411

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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FORM C-2015 DECLARATIONS — BUSINESS AUTO POLICY (Continued)



ITEM THREE — DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL		DESCRIPTION
1	=	ANY AUTO.
2	=	OWNED AUTOS ONLY. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3	=	OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4	=	OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
5	=	OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own for which you are required to have No-Fault Benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided you are required to have No-Fault Benefits in the state where they are licensed or principally garaged.
6	=	OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own for which, because of the law in the state where they are licensed or principally garaged you are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR for which a premium charge is shown (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
8	=	HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or members of their households.
9	=	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.

Form C-2016 DECLARATIONS— BUSINESS AUTO POLICY (Continued)



THE HARTFORE

Policy No. 91 C LRP22001E

ITEM	FOUR -	_ s	CHEDULE	0F	COVERED	AUTOS	YOU	OWN

overed . Luto			r, Model, Trad State where the		lody Type auto will be principa	illy garaged	Vehicle Ide	entification N	o. (VIN)	Original Cost New (Chassis & Body Including Special	
0.	Territory	Tax	Classifica	tion	ize — GVW or CW or Vehicle				LD = Long Distance	Equipment) or Rating Symbol	
	Code	Code	Code		leating Capacity	Use S = Service	, R = Retail, C	- Commercial,	Other (Describe)	 	
_	Garaged:						,			ŀ	
1	Garagoo.	 		 -T		Radius of Oper	ation:			1	
		1	1 _			Use:				1	
2 .	Garaged:										
						Radius of Oper	ation:			_	
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					f a limit entry below applies instead.	w means that the	e ilmit entry sn	own in the c	orresponding	•	
	T			Auto Med P		Physical Damage	(Mon-Cellision)	Collision	·· · · · · · · · · · · · · · · · · · ·	i 	
pvered	Liability Pro	OMINIM COV.	Added PIP Premium	Limit for ea		Coverage *	 	Cov. AR		Towing and Labor	
uto		~• <u> </u>	Cov. AD	Cov. AF	Cov. AG	Deductible	Dellar Limit	Deductible	Dollar Limit	Premium	
lo.		emium . AC	PPI Premium Cov. AE	Auto Med Premiu Cev. A	Promium Cov.	Premium	Rate	Promium	Rate	Cav. AT	
						Coverage					
1	\$		\$	\$	\$	<u> </u>	\$	\$	<u> \$</u>	_	
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	\$		\$	 \$	\$	\$	\$	\$!s	\$	
Indicate app	plicable PHY:	SICAL DAI	MAGE (Non-Co	llision) Cov	erage for each Cove	ered Auto.	_		······································		
oss Payees	(Identified	by Covere	d Auto No.) —	- Except fo	r Towing, all physic	al damage loss i	s payable to yo	u and the los	s payee named be	low as interest n	
	e time of los					1					
wered Auto No	Loss P	ayee Nam	e and Address	<u> </u>		Covered Aute Ne	(s) Loss Payer	Name and	Address		
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			OF WREE 4			D					
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passengers.			··· ·					··· · ································			
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	INSURANCE										
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LIABILITY I	BASIS IS N			CLAS	SSIFICATION CODE	HEADQUARTER	RS STATE E				



BECHER-CURRY CO. 91 0284 ENDT. #1

Named insured and Address.

This endorsement forms a part of Policy No. 91 C LRP22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH ST. COLUMBUS, NE 68601

Effective date <u>07-01-81</u> Effective hour is the same as stated in the Declarations of the policy.

IT IS HEREBY AGREED & UNDERSTOOD UNINSURED MOTORISTS COVERAGE

IS DELETED FROM THE POLICY.

PREMIUM TO BE ADJUSTED AT AUDIT

NOTED

NOTED

OCT 9 1981

OCT 12 1981

W.P. WARD

G-2240-2 A Printed in U. S. A. 6-'74

D. M. BLATCHFORD

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, then as herein stated.

is endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

09-29-81-EW/LM

U-01149

Authorized Agent

ENDT #2

Named Insured and Address.

This endorsement forms a part of Policy No. 91 C LRP22001 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

NEBR. PUBLIC POWER DIST. 1414 15TH ST. COLUMBUS, NE 68601

Effective date _______ Effective hour is the same as stated in the Declarations of the policy.

IT IS HEREBY AGREED AND UNDERSTOOD AUTO MEDICAL PAYMENTS COVERAGE IS DELETED FROM THE POLICY.

PREMIUM TO BE ADJUSTED AT AUDIT.

NOTED

NOV 3 1981

D. M. BLATCHFORD

Authorized Agent

thing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, han as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

EWCG 10/14/81

Countersigned by...

G-2240-2 A Printed in U. S. A. 6-'74



BUSINESS AUTO POLICY

CA 00 01 (Ed. 01 80)

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

PART I -- WORDS AND PHRASES WITH SPECIAL MEANING -- READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
 - Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other-similar equipment.
 - Vehicles designed for use principally off public roads.
 - Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
 - 4. Vehicles not required to be licensed.
 - Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.
- "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer.

PART II — WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO of the declarations shows the autos that are covered autos for each of your coverages. The numerical symbols explained in ITEM THREE of the declarations describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
 - If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
 - But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered **autos** for liability insurance:

- Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. Mobile equipment while being carried or towed by a covered auto.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered auto is being transported between any of these places.

PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

- We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:-

- Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
- Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the insured or in the insured's care, custody or control.
- 7. Bodily injury or property damage resulting from the handling of property:

- Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
- Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
- Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
 - a. The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
 - Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
 - Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY.

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIABILITY INSUR-ANCE limit shown in the declarations.
- All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- 1. While a covered auto is away from the state where it is licensed we will:
 - Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
 - b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
- 2. We will not pay anyone more than once for the same elements of loss because of these extensions.

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PART V — PHYSICAL DAMAGE INSURANCE

A. WE WILL PAY.

- We will pay for loss to a covered auto or its equipment under:
 - a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
 - b. Specified Perils Coverage. Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism;
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.
 - Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- Loss caused by declared or undeclared war or insurrection or any of their consequences.
- Loss caused by the explosion of a nuclear weapon or its consequences.

- 5. Loss caused by radioactive contamination.
- Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES — THE MOST WE WILL PAY.

- 1. At our option we may:
 - a. Pay for, repair or replace damaged or stolen property; or
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- 2. The most we will pay for loss is the smaller of the following amounts:
 - a. The actual cash value of the damaged or stolen property at the time of loss.
 - The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VI — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

 You must promptly notify us or our agent of any accident or loss. You must tell us how, when and

- where the **accident** or **loss** happened. **You** must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved insureds must:
 - a. Cooperate with us in the investigation, settle-

ment or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

- Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.
- Additionally, to recover for loss to a covered auto or its equipment you must do the following:
 - Permit us to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
 - c. Submit a proof of loss when required by us.
 - d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE.

- For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
 - a. Is excess while it is connected to a motor vehicle you don't own.
 - b. Is primary while it is connected to a covered auto you own.
- When two or more policies cover on the same basis, either excess or primary, we will pay only our share.
 Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD

- You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of

- mailing of any notice will be sufficient proof of notice.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

I. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

 If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall

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state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — CANCELLATION

CANCELLING THIS POLICY DURING THE POLICY PERIOD applies except as follows:

- A. If we cancel the policy we will mail you notice by certified mail. We will not deliver any notice.
- B. If we cancel when the policy is in effect more than 60 days or for a reason other than nonpayment of premium we will mail you 30 days notice.



THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
 - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - For which an insuring or bonding company denies coverage or is or becomes insolvent, or
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

 Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER — EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
- 2. Any amount payable under this insurance shall be reduced by:
 - All sums paid or payable under any workers' compensation, disability benefits or similar law, and
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

a. If we and an insured disagree whether the insured is legally entitled to recover damages

from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.



THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

- A. The policy does not apply:
 - Under any Liability Coverage, to bodily injury or property damage
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories

or possessions or Canada, this exclusion c applies only to property damage to such nuclear facility and any property thereat.

- B. As used in this endorsement:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 1 or 2 thereof;

"nuclear facility" means

- 1. any nuclear reactor,
- any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

"property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Changes in Policy
Temporary Substituted Autos;
Autos Owned by Partners;
Who is Insured



- A. "PART II WHICH AUTOS ARE COVERED AUTOS" is changed by adding the following:
 - D. TEMPORARY SUBSTITUTE AUTOS

Any auto you do not own while used as a temporary substitute for an auto you do own is a covered auto for the same LIABILITY INSURANCE and UNINSURED MOTORISTS INSURANCE as is provided by the policy for the auto you do own, but only if that owned auto is out of normal use because of its breakdown, repair, servicing, loss or destruction.

E. AUTOS OWNED BY PARTNERS

If you are a partnership, no auto owned by any of your partners or members of their households is a covered auto for the LIABILITY INSURANCE unless the policy is endorsed to cover that auto as a covered auto and the proper premium is charged.

- B. If your policy is a Garage Policy the following additional changes are made:
 - (1) "WHO IS AN INSURED" of "PART IV LIABILITY INSURANCE" is changed as follows:

The following is added after section b. of part 2, "For Garage Operations Other Than Covered Autos":

- c. Any partner of yours is an insured but only to the extent of his or her liability as your partner.
- (2) "WHO IS AN INSURED" of "PART V GARAGEKEEPERS INSURANCE" is changed by adding the following after section 2:
 - 3. Any partner of yours is an insured but only to the extent of his or her liability as your partner.



Policy Number

91 C LRP22001E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

AUTO LIABILITY COMPOSITE RATE END.

NUMBER OF POWER UNITS	RATE PER UNIT	PREMIUM
1019	42.49 R	43,297. R
	21.01 E	21,411. E

WHEN USED IN A PREMIUM BASIS, PER UNIT MEANS ANY AUTO YOU OWN OR LONG TERM LEASE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..

Authorized Agent

U-01161

Form G-2240-3 B Printed in U.S.A.



Policy Number

91 C LRP22001E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

INCLUSION OF FELLOW EMPLOYEE COVERAGE ...

IN CONSIDERATION OF PREMIUM CHARGED IT IS HEREBY AGREED THE FOLLOWING AMENDMENTS ARE APPLICABLE:

AUTO CAOOO1 PART III PARAGRAPH C IS AMENDED TO DELETE THE FOLLOWING

4. BODILY INJURY TO ANY FELLOW EMPLOYEE OF THE INSURED ARISING OUT OF OR IN THE COURSE OF HIS OR HER EMPLOYMENT.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersio

11-011182

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



This endorsement forms a part of Policy No91CLRP.22001	E
issued by THE HARTFORD INSURANCE GROUP company designated	_
therein, and takes effect as of the effective date of said policy unless	
another effective date is stated herein.	
another enective date is stated herein.	

Effective date12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY

AMENDMENT OF CANCELLATION CONDITION

IT IS AGREED THAT UNDER CONDITION 11 OF THE POLICY PROVISIONS, THE SECOND SENTENCE IS AMENDED TO READ AS FOLLOWS:

THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN ITEM 1 OF THE DECLARATIONS, WRITTEN NOTICE STATING WHEN NOT LESS THAN NINETY (90) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE, HOWEVER, IN THE EVENT OF NON-PAYMENT OF PREMIUM, WRITTEN NOTICE STATING NOT LESS THAN 10 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent



Definition of Symbols "R" and "E"

Named Insured and Address

This endorsement forms a part of Policy No
Effective date Effective hour is the same as stated in the Declarations of the Policy.
It is agreed that,
 a. the symbol "R" designates the rates and premiums for that insurance which is subject to Retrospective Rating Plan D, as specified i Paragraph 3, Table 1 of the Retrospective Premium Endorsement — Plan D, and
 the symbol "E" designates the rates and premiums for that insurance which is not subject to Retrospective Rating Plan D, as specified in Retrospective Premium Endorsement — Plan D.
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.
This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by duly authorized agent of the company shall constitute valid countersignature of this endorsement.
m(l) - l(l)

Form L-3859-0 Printed in U.S.A. (NS)



07-01-81

Premium Installment

HE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22001E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH ST. COLUMBUS, NE 68601

		Effecti	ive date					
	It is hereby understood and agreed that the ORIGINAL Premium of \$ 286,435							
will.	BE PATABLE IN installments as outlined in "Schedule of Pay							
•		ise in" or "reduce the"]	SCHEDULE	OF PAYMENTS	L.O.C. 39,59	98 AUTO		
NO.	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL		
1	07-01-81	10,979	3,198					
	08-01-81	6,824	1,992					
3	09-01-81	6,824	1,992		<u> </u>			
_4	10-01-81	6,824	1,992					
5	11-01-81	6,824	1,992					
_6	12-01-81	6,824	1,992					
_7	01-01-82	6,824	1,992					
8_	02-01-82	6,824	1,992					
_ 9	03-01-82	6,824	1,992					
10	04-01-82	6,824	1,992					
_11	05-01-82	6,824	1,992					
12	06-01-82	6,824	1,992					
TOT	ALS	86,043	25,110					

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Authorized Agent

- (b) Comprehensive General Liability Insurance or Completed Operations and Products Liability Insurance, "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;
- (f) Contractual Liability Insurance, "cost" means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (g) Garage Insurance, "remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of \$100, and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum with respect to Dealer Risks (Hazard 1) or \$5,200 per annum with respect to Non-Dealer Risks (Hazard 2)
 - "Class A" means all clerical office employees
 - "Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile

owned by the named insured; and all salesmen, general managers, service managers and chauffeurs

- "Class C" means all other employees;
- th) Comprehensive Automobile Liability Insurance,
 - (1) "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be \$5\cap{c}_0\$ of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
 - (2) "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-named automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
 - (3) "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.

NUCLEAR ENERGY LIABILITY EXCLUSION

This exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

- I. The policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear

facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this exclusion:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or hyproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "property damage" includes all forms of radioactive contamination of property.

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such

times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Insured's Duties in the Event of Occurrence, Claim or Suit
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the *insured*'s obligation to pay shall have been finally determined either by judgment against the *insured* after actual trial or by written agreement of the *insured*, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the *insured* to determine the *insured*'s liability, nor shall the company be impleaded by the *insured* or his legal representative. Bankruptcy or insolvency of the *insured* or of the *insured*'s estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the *insured* has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the contingent shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision

below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible in-

surance against such loss.

- 7. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- 8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.
- 9. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- 10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed protata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not

a condition of cancellation.

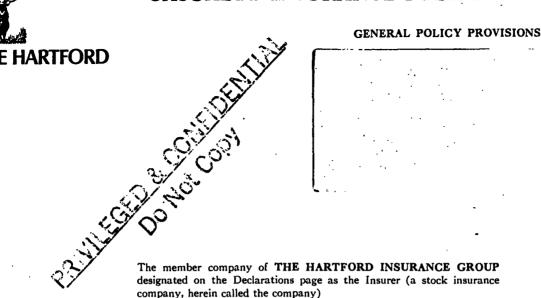
12. Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

Michael West-01117

DeRoy C. Thomas, President

CASUALTY INSURANCE POLICY



In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE

Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy,

and the cost of bail bonds required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

Form 8117

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to ") grading of land, excavating, borrowing, filling, back-filling, nnelling, pile driving, cofferdam work or caisson work or (2) aving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and properly damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,



- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations":

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract:

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the

named insured, including the ways immediately adjoining, or including the ways immediately adjoining, or including designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration awell servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured:

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loof use of tangible property which has not been physically injure or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis for:

- (a) Comprehensive General Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance, "admissions" means the total number of persons, other than employees of the named insured, admitted to the event covered by the insurance or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (b) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Owners' and Contractors' Protective Liability Insurance, "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (c) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance or Completed Operations and Products Liability Insurance, "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (d) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance which includes coverage for structural alterations, new construction and demolition operations, "remuneration" means the entire remuneration earn during the policy period by proprietors and by all employees the named insured, other than chauffeurs (except operators or mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

THE HADTEON	ਰੂੰ ① Hartford Fire Insurance C ਤੁੰ ⑤ Hartford Accident and Inc Hartf		3 Hartford Casus [7] Twin City Fire	Insurance (ice Company Company
THE HARTFORD	INSURER → Co. Code	POLICY NO.	91 C LR I	P22003E	
DECLARATIONS	Previous Policy No. 91 C LRP22001E	NEBRASKA PI 1414 15TH S	BLIC POWER	DISTRICT	
. Named Insured and Mail Address (No., S The Named Insured is: Individual Joint Ven		COLUMBUS, 1	NEBRASKA 68	501	
Producer's Name and Addres	➤ Froi	¬	To 07-01-		
Producer's Name and Address		12:01 A.M., standard herein.	time at the address	of the name	ed insured as stated
BECHER-CURRY CO.	91 0284	Audit Period: Annual	unless otherwise :	<u> </u>	Semi-Annual Quarterly Monthly
3. The advance premium for this posuch limits of liability as are sta	ted therein and subject to all th	e terms of the policy	overage Parts forr having reference	ning a part i	 hereof, subject to
COVEDAGE BARTS	SUMMARY OF ADVA	NCE PREMIUMS	· · · · · · · · · · · · · · · · · · ·		ADVANCE
COVERAGE PARTS	•				PREMIUM 174,191. R
Comprehensive General Liab	ility Insurance			\$	69,696. E
Premises Medical Payments	Insurance			\$	
Contractual Liability Insurance	e			\$	INCL.
mpleted Operations and P	roducts Liability Insurance	e 		\$	
Owners' and Contractors' Pro	otective Liability Insurance	e 		\$	INCL.
Storekeepers' Insurance				\$	
Personal Injury Liability Insu	rance			\$	INCL.
Comprehensive — Plus Gene	eral Liability Insurance			\$	
				\$	
				\$	
				\$	
Business Auto				\$	34,119. R 16,871. E
Truckers				\$	
Garage				\$	
Form Numbers of Coverage Parts at Policy at Issue:	•	-	g part of TO1		208,310. R
L2853-2, L3503-1, G2240			PRE		86,567. R
If Policy Period more than one year Premium is payable: On effect		Discount \$ 1st Anniversary \$		Net Premiu d Anniversa	•
Business of the named insured is					

07-09-82-NK/LM

:)3

Countersigned by

Employee Benefits Liability Insurance Coverage Part



IEDULE

Insurance is afforded with respect to the following coverage, subject to thereto.	the limits	s of liability	y stated herein and to	all the terms of the policy relating			
Coverage	Limit	Limits of Liability					
Employee Benefits Liability	\$	500	,000 each claim				
	\$	500	,000 aggregate				
Estimated Number of Employees	Rate (Each Employee)		nployee)	Advance Premium			
	First 5,000 Next 5,000 Over 10,000						
Form Numbers of Endorsements forming part of this Coverage Par AL-8-1B (AMENDMENT OF CLAIMS MADE)	rt at issu	9 :	TOTAL ADVANCE PREMIUM	S INCLUDED IN COMPOSITE RATE			
The conditions and provisions printed on Page EBL-2 of this foun are	a part h	ereof.					
(For use only if this Coverage Part is effective after the effective of This Coverage Part is effective			and forms a part of Po	Dicy No Chrecaer			
	(Countersig	ned by	Authorized Agent			



EMPLOYEE BENEFITS LIABILITY COVERAGE

The company will pay on behalf of the **insured** all sums in excess of the deductible amount which the **insured** shall become legally obligated to pay as damages on account of any claim against the **insured** ansing out of any negligent act or omission within the United States of America, its territories or possessions, or Canada, in the **administration** of the **named insured's Employee Benefit Programs**, provided such claim is first made against the **insured** during the period this insurance is in force and the **insured** at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.

The company shall have the right and duty to defend any suit against the insured seeking damages on account of such a claim, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment. on account of one or more claims to which this insurance applies, of judgments or settlements or of sums described in the "Supplementary Payments" provision, or both.

Exclusions

This insurance does not apply to:

- (a) any claim arising out of
 - (1) bodily injury or property damage:
 - (2) any dishonest, fraudulent, criminal or malicious act or out of libel, stander, discrimination or humiliation;
 - (3) the failure of any investment or savings program to perform as represented by an insured;
 - advice given by an insured to an employee to participate or not to participate in any investment or savings program;
- any claim arising out of the failure of the insured, or any insurer, fiduciary, trustee or fiscal agent, to perform any of their obligations or to fulfill any of their guarantees with respect to (i) the payment of benefits under Employee Benefit Programs or (ii) the providing, handling or investment of funds related thereto.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any employee of the named insured while acting within the scope of his duties in connection with the administration of the named insured's Employee Benefit Programs.

This insurance does not apply to any claim arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

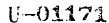
III. SUPPLEMENTARY PAYMENTS

With respect only to the insurance under the Employee Benefits Liability Coverage, the "Supplementary Payments" provision is amended to read as follows:

Supplementary Payments

The company will pay, as part of and not in addition to, the applicable limit of liability:

a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon:



(b) premiums on appeal bonds required in any such suit, and premiums on bonds to release attachments in any such suit, for an amount not in excess of the applicable limit of liability of this insurance, but the company shall have no obligation to apply for or furnish any such bonds;



reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

IV. LIMITS OF LIABILITY -- DEDUCTIBLE

Regardless of the number of (1) **insureds** under this policy, or (2) claims made or suits brought on account of alleged acts or omissions by an **insured**, the company's liability is limited as follows:

With respect to this insurance, the limit of liability stated in the Schedule as applicable to "each claim" is the total limit of the company's liability, including liability for all damages and for all costs, expenses and premiums for release of attachment or appeal bonds described in the "Supplementary Payments" provision and incurred in accordance therewith, on account of each claim to which this insurance applies.

For the purpose of applying the limits of the company's liability, all damages claimed by one employee as the result of a series of acts or omissions shall be considered as comprising one claim.

\$1000 shall be deducted from the total amount of damages, exclusive of such costs, expenses and premiums, on account of each claim. All the terms of this insurance apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The limit of liability stated in the Schedule as "aggregate" is, subject to the above provision respecting "each claim", the total limit of the company's liability, including liability for all damages and for all such costs, expenses and bond premiums incurred, on account of all claims to which this insurance applies.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"administration" means

- (1) giving counsel to employees of the named insured including the employees' dependents and beneficiaries with respect to eligibility in or scope of Employee Benefit Programs available to such employee by virtue of his employment by the named insured;
- (2) handling of records in connection with Employee Benefit Programs;
- (3) effecting or terminating enrollment of any employee of the named insured under Employee Benefit Program;

provided all such acts are authorized by the named insured;

"Employee Benefit Programs" means a formal program or programs of employee benefits maintained in connection with the business or operations of the named insured covered by the Bodily Injury and Property Damage Liability Coverages of this policy, such as but not limited to Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

VI. CONDITIONS

- All of the Conditions of the policy apply to this insurance except "Financial Responsibility Laws" and "Other Insurance".
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the insured, and shall not contribute with any such other insurance.



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Named Insured and Address

Policy Number

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Form G-2240-3 B Printed in U.S.A.

Effective hour is the same as stated in the Declarations of the policy.

07-01-82

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: EMPLOYEE BENEFIT LIABILITY INSURANCE

AMENDMENT OF CLAIMS MADE PROVISION

IT IS AGREED THAT THE INSURANCE IS AMENDED AS FOLLOWS:

1. PROVISION I, "EMPLOYEE BENEFITS LIABILITY COVERAGE" IS AMENDED BY ADDING THERETO THE FOLLOWING AS THE SECOND PARAGRAPH THEREOF:

IN ADDITION AND SUBJECT TO THE FOREGOING PROVISIONS, A CLAIM FOR DAMAGE SHALL BE CONSIDERED AS BEING FIRST MADE AT THE EARLIER OF THE FOLLOWING TIMES:

- (1) WHEN THE INSURED FIRST GIVES WRITTEN NOTICE TO THE COMPANY OF SPECIFIC CIRCUMSTANCES INVOLVING A PARTICULAR PERSON WHICH MAY RESULT IN A CLAIM FOR DAMAGES; OR
- (2) IN THE EVENT THE POLICY IS CANCELLED OR OTHERWISE TERMINATED AND A NEGLIGENT ACT OR OMISSION, TO WHICH THIS INSURANCE APPLIES, OCCURRED DURING THE PERIOD PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION, THE DATE ON WHICH CLAIM IS MADE IF WITHIN SIXTY DAYS AFTER SUCH CANCELLATION OR TERMINATION AND PROVIDED WRITTEN NOTICE THEREOF IS GIVEN BY THE INSURED TO THE COMPANY AS REQUIRED BY THE PROVISIONS OF THIS INSURANCE.
- 2. THE FOLLOWING SUBDIVISION IS ADDED TO EXCLUSION (A):
 - (5) LIABILITY OF THE <u>INSURED</u> FOR DAMAGES BECAUSE OF ANY NEGLIGENT ACT OR OMISSION WHICH OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE, IF INSURANCE WITH RESPECT TO SUCH LIABILITY IS AFFORDED IN WHOLE OR IN PART UNDER ANY OTHER INSURANCE POLICY (OTHER THAN A POLICY ISSUED BY THE COMPANY) OR UNDER A QUALIFIED PLAN OF SELF INSURANCE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, nuntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute id countersignature of this endorsement.

Countersigned by

Authorized Agent

U-0117:

Comprehensive General Liability Insurance **Coverage Part**



(For use only if this Coverage Part is effective after the	e effective de	ate of the Policy)				
This Coverage Part is effective			in the po	licy) and forms	a part of the at	ove designated
policy issued to				***************************************		
ne Company, in consideration of the payment of the prentith the named insured as follows:	nium and sub	ject to all of the pro	visions o			ed herein, agrees
CHEDULE he insurance afforded is only with respect to such of the company's liability against each such ofference thereto.	of the following coverage s	ing coverages as a shall be as stated	are indic herein,	ated by specif subject to all t	•	rge or charges. s policy having
overages	Advance Pro	miums		Limits of Liabi	ility	
A — Bodily Injury Liability	\$ 174,19 69,69		7 40% 14	\$ 500 "	,000 each occ	urrence
				\$ 500	,000 aggregate	•
B — Property Damage Liability	\$ INCLUD	ED		\$ 200	,000 each occ	urrence
	,			\$ 500	,000 aggregate	9
lating Classifications_ intries herein, except as specifically provided else-	Code No.	Premium Bases	Rates		Advance Premi	lums .
where in this policy, do not modify any of the other provisions of this policy.	Code No.	Premium bases	B.I.	P.D.	B.I	P.D.
a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per I	100 Sq.Ft. of Area Linear Foot \$100 of Remun. \$100 of Receipts	O2 4 -	
N Esselatore	<u> </u>				2,36	
) Escalators) Independent Contractors	 	(e) Landings (f) Cost	(e) Per	S100 of Cost		,
Completed Operations	- 	(g) Receipts		1,000 of Receipts		
Products	 	(h) Sales	1	\$1,000 of Sales		
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SEE AL-8-1 COMPOSITE RATE ENDORSEMENT					174,191. F	
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This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part, takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by.....

Authorized Agent

Comprehensive General Liability Insurance Coverage Part (Continued)

I. COVERAGE A -- BODILY INJURY LIABILITY

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COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A - bodily injury or

Coverage B - property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of any claim or judgment or to defend any suit after the applicable limit of the part (ii) of this exclusion does not apply with respect to hability has been exhausted by payment of judgments or of the insured or his indemnitee as an owner or lessor described in settlements.

P\$S

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured:

- to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith:
- to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned (d) or operated by or rented or loaned to any insured;
- to bodily injury or property damage ansing out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

- to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - liability assumed by the insured under an incidental contract, or
 - expenses for first aid under the Supplementary Payments pro-

to bodily injury or property damage for which the insured indemnitee may be held liable

- as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages,
- (2) if not so engaged, as an owner or lessor of premises used for such purposes, ·

if such liability is imposed

- by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contibutes to the intoxication of any per-SON:

. බලබ .(2) above;

- to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an Incidental contract;
- to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - property in the care, custody or control of the insured or as ' which the insured is for any purpose exercising physical

but parts (2) and (3) of this exclusion do not apply with respect liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *named insured's products* or work performed by or on behalf of the *named insured* after such products or work have been put to use by any person or organization other than an

- to property damage to the named insured's products arising out of such products or any part of such products;
- to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- to property damage included within:
 - the explosion hazard in connection with operations identifie this policy by a classification code number which includes the symbol "x",

Form L-3503-1



Comprehensive General Liability Insurance Coverage Part (Continued)

- the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) If the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business:
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

'ardless of the number of (1) insureds under this policy, (2) persons organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily Injury liability stated in the schedule as "aggregate".

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B — For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

U-01176



Named Insured and Address

Policy Number

1 CLR P22003E

is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

ENDORSEMENT FORMS

ENDORSEMENTS FORMING A PART OF COM GEN LIAB L3503-1

G2240-3B COMPOSITE RATE ENDT - GENERAL LIAB L 3025-0 ADDITIONAL INS L4191-0 HOST LIQUOR G2240-3B INCIDENTAL MALPRACTICE L3022-0 ADDITIONAL INS EMPLOYEES G2240-3B EXCLUSION PROPERTY DAMAGE FROM NON SUPPLY OF FUEL OR ENERGY GH76-1 G2240-3B NON OWNED WATERCRAFT G2240-3B FELLOW EMPLOYEE EXCLUSION GH148 G2240-3B(2) RURAL ELECTRIFICATION GH167 L4128-0 G2240-3B ADDITIONAL INS ARBORATION L 3064 HEATING & POWER CO L-4472 Hazardows whose Endorsement ENDORSEMENTS FORMING A PART OF AUTO LIAB COV PART C2013-0

CA0221078 CA2X170178 CA99210178 C 3023-0 G2240-3B COMPOSITE RATE ENDT AUTO G2240-3B INCLUSION OF FELLOW EMPLOYEES

ENDORSEMENTS FORMING PART OF GL & AUTO

G2240-3B AMENDMENT OF CLAIMS PROVISIONS L 3859-0 DEFINITION OF R & E AL 57-0 INSTALLMENTS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, nuntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute id countersignature of this endorsement.

Countersigned by.....

Authorized Agent

THE HARTI

nition of Symbols "R" and "E"

This endorsement forms a part of Policy No. 91 CLR P22003E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT P.O. Box 499 Columbus, Nebraska

It is agreed that,

- a. the symbol "R" designates the rates and premiums for that insurance which is subject to Retrospective Rating Plan D, as specified in Paragraph 3, Table 1 of the Retrospective Premium Endorsement Plan D, and
- b. the symbol "E" designates the rates and premiums for that insurance which is not subject to Retrospective Rating Plan D, as specified in Paragraph 3, Table 1 of the Retrospective Premium Endorsement Plan D.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Millian 9 Authorized Agent

.-3859-0 Printed in U.S.A. (NS)



rospective Premium Endorsement - Short Form

Named insured and Address

NEBRASKA PUBLIC POWER DISTRICT P.O. Box 499 Columbus, Nebraska

Effective date July 1, 1982 Effective hour is the same as stated in the Declarations of the Policy.

It is agreed that the premium for this policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsement forming a part of policy _____91 WER P22002E_____

Nothing herein contained shall be held to vary, waive, after, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by North Canal Authorized Agent

This endorsement acknowledged and accepted by the Named Insured:

ature of Authorized Officer) (Title) (Date)

in L-1718-6 Printed in U.S.A.

Supplement to Retrospective Premium Endorsement

THE HARTFORD

Premium Computation)

olicy Number 91 WER P22002E

.

Named Insured and Address

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date
July 1, 1982

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

NEBRASKA PUBLIC POWER DISTRICT P.O. Box 499 Columbus, Nebraska

It is agreed that with respect to the payments and computations provision of the Retrospective Premium Endorsement attached to this policy:

- The requirement that a computation of retrospective premium shall be final unless a subsequent computation is requested by the insured or the company is eliminated.
- Computations of retrospective premium shall be made based on incurred losses valued as of a date six months after termination of the policy and at twelve month intervals thereafter. The premium computed as of any valuation date shall be final only if so requested by the company and if the insured does not, within 90 days following such computation, request a subsequent computation.
- 3. All provisions of the retrospective premium endorsement not in conflict with this endorsement remain unchanged.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....

Authorized Agent

This Endorsement Acknowledged and Accepted by the Named Insured:

ature of Authorized Officer)

(Title)

(Date)

rm L-4265-0 Printed in U.S.A. (Mich. WC 91088)

Workmen's Compensation and Employers' Liability Policy Amendment of Cospective Premium Endorsement



THE HARTFORD

This endorsement forms a part of Policy No...91 WER P22002E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address .

NEBRASKA PUBLIC POWER DISTRICT P.O. Box 499 Columbus, Nebraska

Effective date July 1, 1982 as stated in the Declarations of the Policy	Effective hour is the san	ne '	•	
It is agreed that except with respect to	incurrence offerded for Mi	neauri and Naw York anara	tions the provisions of Dat	reconstive Promium
EndorsementOne Year ~	- PlanD	-	WER P22002E	shall not apply
with respect to Coverage B — Employers	•		٠	
(a) premiums developed for limits of lia	•	•		1
(b) that portion of each loss in excess	of \$100,000 ansing out of	bodily injury by accident or d	isease.	
			•	•
•				
Nothing herein contained shall be held to	vary, waive, alter, or extend	d any of the terms, conditions	s, agreements or declarations	s of the policy, other
than as herein stated.				
This endorsement shall not be binding unle	ess countersigned by a duly	authorized agent of the comp	any; provided that if this endo	orsement takes effect
as of the effective date of the policy and, duly authorized agent of the company sh	at issue of said policy, form all constitute valid counters	is a part thereof, countersigns anature of this endorsement.	sture on the declarations pag	e of said policy by a
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19 (영향) - 19 (영향) - 19 (영향)			_	
			22 / 1)	2: 1
		Countersigned by	Vallana J.S.	Line in a 1
		• .		Authorized Agent
This endorsement acknowledged and acc	epted by the Named Insure	d:		
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	Rest The Ital	minulato 8 B	0/85	
(Signature of Authorized/Officer)	. (Title)	(Date)	F	
	•			
			•	
Form L-2611-3 Printed in U.S.A. (NS)		•		
A SOUTH OF PRODUCTION SOUTH TO SERVE				Committee Commit

Retrospective Premium Endorsement e Year — Plan D



THE HARTFORD

This endorsement forms a part of Policy No. 91 WER P22002E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless 91 WER P22002E another effective date is stated herein.

Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT P.O. Box 499 Columbus, Nebraska

July 1, 1982 Effective date......

.Effective hour is the same as stated in the Declarations of the Policy.

It is agreed that this endorsement applies to the policies designated in Table I below, subject to the following provisions:

- Final Premium. The final premium for such policies is the sum of: (a) the premium for the insurance not subject to Plan D, as specified in Table I, computed in accordance with the provisions of such policies, other than this endorsement; and (b) the premium for the insurance subject to Plan D, as specified in Table I, hereinafter referred to as the retrospective premium.
- Retrospective Premium. The retrospective premium for all policies as specified in Table I, item 1 combined shall be determined as follows: for each jurisdiction, the sum of (a) the basic premium, (b) the excess toss premium, (c) the retrospective development premium and (d) the converted losses shall be multiplied by the applicable tax multiplier, and the products for all jurisdictions shall then be added together; and the result, subject to the minimum retrospective premium and the maximum retrospective premium, shall be the retrospective premium.
- Definition of Terms Used in the Computation of the Retrospective Premium
 - "Standard premium" means the premium for the insurance subject to Plan D computed in accordance with the provisions of the policies, other than this endorsement and exclusive of the application of any premium discount endorsement.
 - "Basic premium" means the amount obtained by applying to each portion of the standard premium the basic premium percentage determined from Table II as applicable thereto.
 - "Excess loss premium" means the amount obtained by applying to that portion of the standard premium for each state for which a factor is entered in the Excess Loss Premium Factors columns of Table I, the applicable factor times the applicable loss conversion factor.
 - "Retrospective development premium" means the amount obtained by applying to that portion of the standard premium for each state for which a factor is entered in the Retrospective Development Factors columns of Table I, the applicable factor times the applicable loss conversion factor.
 - "Incurred losses" means the sum of: (1) all losses, including medical, actually paid; (2) reserves for unpaid losses as estimated by the company; (3) premiums on bonds paid for by the company in accordance with the provisions of the policies; (4) interest accruing after entry of a judgment against the insurance subject to Plan D; provided (i) as respects the insurance afforded under any workmen's compensation and employers' liability policy, item (3) above shall not apply and item (5) above shall apply only if recovery is obtained against the third party, and (ii) items (3), (4) and (5) above shall not apply as respects automobile physical damage insurance.
 - "Compensation loss Ilmitation", if stated in Table I, means the limit of incurred losses to be included in computing the retrospective premium under the workmen's compensation and employers' liability policies designated in Table I as subject to Plan D, applicable to any state for which a factor is shown in the Excess Loss Premium Factors (Workmen's Compensation and Employers' Liability) column of Table I, arising out of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by one or more employees in a single accident. For the purpose of this definition, incurred losses arising out of bodily injury by disease, including death at any time resulting therefrom, sustained by any one employee shall be deemed to anse out of a single accident. If, during the policy period,
 - the insured engages in operations in any state for which any such policy affords insurance but for which no factor is shown in the (i)
 - Excess Loss Premium Factors (Workmen's Compensation and Employers' Liability) column of Table I, and on the date this endorsement becomes applicable with respect to any such additional state, there is a loss limitation with respect to all states specifically insured under such policy and subject to Plan D, and
 - (iii) the insured is eligible to elect such loss limitation in such additional state,
 - such loss limitation shall also apply to incurred losses pertaining to such additional state. The excess loss premium factor applicable to such additional state, determined in accordance with the manuals in use by the company, shall be deemed to be entered in Table I.
 - "Automobile physical damage loss Ilmitation", if stated in Table I, means the limit of incurred losses to be included in computing the retrospective premium for the automobile physical damage insurance afforded under any policy designated in Table I as subject to Plan D, ansing out of any one occurrence.
 - "Combination loss limitation", if stated in Table I, means the overall limit of incurred losses, arising out of one accident or occurrence, to be included in computing the retrospective premium for the combination of insurance designated in the Combination Loss Limitation

TABLE I

Premium Subject to Plan D, Loss Limitations, Loss Conversion Factors, Tax Multipliers, Excess Loss Premium Factors, Retrospective Development Factors.

- The premium for the following policies combined is to be computed in accordance with the provisions of Retrospective Rating Plan D in all states where such plan is or becomes applicable on an interstate basis, subject to the limitations specified herein: List of Policies 91 WER P22002E, 91 CLR P22003E
- Plan D does not apply to the premium for Family Protection Coverage or Protection Against Uninsured Motorists Coverage if afforded under the policies designated in paragraph 1.
 - Plan D does not apply to the premium for Workmen's Compensation and Employers' Liability policies for Coverage B limits above \$.1.00..000 The premium for the general liability and automobile liability insurance afforded under the policies designated in paragraph 1 above for insurance in excess of the limits of liability stated below shall not be subject to Plan D:

automobile Liability Polici 50 THOU	INCLUDING NO FAULT es SAND DOLLARS PER ACCIDENT	General Liability Police	cles (including incidental contracts)
	thousand dollars each person	On all the later of the little	50 thousand dollars each occurrence
Bodily Injury Liability	thousand dollars each occurrence	Bodily Injury Liability	200 thousand dollars aggregate products
Property Damage Liability	thousand dollars each occurrence		50 thousand dollars each occurrence
		Property Damage -	200 thousand dollars aggregate operations

Boaily Inju	ury Liabi	lity				ach occurre							d dollars a	aggregate	products
Property 1	Damage	Liability	_ <u></u>		dollars e	ach occurre	ice	Profess	ional	Liability			d dollars e		
actua consi seekii Comp	Ily paid sting of ng recoversation	and the r premiums very again on Loss L Loss Lin	be include eserves for s on bonds st a third p imitation is	d in corr unpaids, interesparty shares	nputing the losses was accruing all not be	e premium f hich is in ex g after entry subject to s . 5. Au plicable to the	cess of jud uch lim to Phy ne follo	f the lir Igment, its. sical C wing co	nits o alloc amag	f liability ated los e Loss ation of	stated above adjustme Limitation insurance:	is \$	lude that part of ses and e	portion of the incu xpenses	the losses rred losses incurred in rat liability.
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Named Insured and Address

Policy Number

91 WER P22002E

his endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

July 1, 1982 Endt. No. NEBRASKA PUBLIC POWER DISTRICT P.O. Box 499 Columbus, Nebraska

Amendment to Retrospective Premium Endorsement One Year - Plan D (L-2966-4)

It is agreed that the Retrospective Premium Endorsement One Year - Plan D forming a part of policy 91 WER P22002E is amended to include as follows:

Table II	200%	250%	300%
Standard Premium	773,800	967,250	1,160,700
Basic Premium			
WC-A/O	13.8	13.1	13.1
GL-A/O	15.7	15.5	15.5
AL-A/O	16.0	15.7	15.7

This Endorsement is Acknowledged and Accepted by:

(SIGNATURE) (TITLE) (DATE)

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute alid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A.

Named Insured and Address

olicy Number

CLR P22003E is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP. company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

COMPOSITE RATE GENERAL LIABILITY

IT IS AGREED THAT THE PREMIUM FOR THE INSURANCE AFFORDED BY THE POLICY FOR GENERAL LIABILITY IS PER 100. OF WORKERS COMPENSATION PAYROLL.

THE PREMIUM STATED IN THE DECLARATIONS IS AN ESTIMATED PREMIUM ONLY UPON TERMINATION OF THE POLICY, THE EARNED PREMIUM SHALL BE COMPUTED BY APPLYING THE RATES SHOWN IN THE SCHEDULE BELOW FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY PER 100. OF WORKERS COMPENSATION PAYROLL. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY, IF LESS, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY THE INSURED. THE <u>N</u>AMED INSURED SHALL MAINTAIN RECORDS OF THE INFORMATION NECESSARY FOR PREMIUM MPUTION ON THE BASIS STATED HEREIN, AND SHALL SEND COPIES OF SUCH RECORDS TO THE MPANY AT THE END OF THE POLICY TERM.

ESTIMATED PAYROLL

RATE PER 100. OF PAYROLL

ADVANCE PREMIUM

49,500,000

BI .3519 R

.1408 E

PD INCL.

174,191. R

69,696. E

INCLUDES COVERAGE FOR EXPLOSION, COLLAPSE & UNDERGROUND HAZARDS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, cuntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute lid countersignature of this endorsement.

Countersigned by

Authorized Agent

ADDITIONAL INSURED

(Premises Leased to the Named Insured)



Named Insured and Address

icy Number CLR P22003E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

07-01-82

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises:
- 2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

)

Designation of Premises (Part Leased to Named Insured)

Name of Person or Organization (Additional Insured)

Bodily Injury Liability

Premiums

Property Damage Liability

230 KV TRANSMISSION LINE FORT RANDALL TO COLUMBUS, NE NEBRASKA ELECTRIC GENERATION AND TRANSMISSION CORP., INC.

INCL.

INCL.

230 KV SUBSTATION AT COLUMBUS, NE TERMINAL

33 MILES OF LINES BETWEEN MISSION, SD TO VALENTINE, NE

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



m / Daneider



Yost Liability Insurance

Named Insured and Address

This endorsement forms a part of Policy No
issued by THE HARTFORD INSURANCE GROUP company designated
therein, and takes effect as of the effective date of said policy unless
another effective date is stated herein.

Effective date12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

It is agreed that exclusion (h) does not apply to liability imposed upon the insured as the result of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages, and provided further that there has been no intentional violation of any statute, regulation, or ordinance committed by or at the direction of the insured.

Nothing herein contained shall be held to vary, waive, alter, extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

s endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by III A Schneeder

Authorized Agent

Form L-4191-0 Printed in U.S.A. (N.S.)



Named Insured and Address

Policy Number

🚴 CLR P22003E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: INCIDENTAL MALPRACTICE LIABILITY

IT IS AGREED THAT:

- THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES BY ANY PHYSICIAN, DENTIST OR NURSE WHILE EMPLOYED BY THE NAMED INSURED TO PROVIDE SUCH SERVICES:
- EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE EMOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute lid countersignature of this endorsement.

Countersigned by......

U-01186

Authorized Agent

ADDITIONAL INSURED (Employees)



Named Insured and Address

nated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or. if the named insured is a partnership or joint venture, any partner or member thereof;
- 2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD

A. Schneide

Form L-3022-0 Printed in U. S. A. 7-'66 (IRB: G 106)

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EXCLUSION - PROPERTY DAMAGE FROM NON-SUPPLY OF FUEL OR ENERG



Named Insured and Address

olicy Number

CLR_P22003E

endorsement forms a part of the policy as numbered above, issued THE HARTFORD INSURANCE GROUP company designated therein. and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

07-01-87

Endt. No.

This endorsement modifies such insurance as is afforced by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

- The insurance does not apply to property damage arising out of the failure or inability of the insured to supply fuel or energy to any or all of its customers unless such failure or inability results from sudden and accidental physical injury to or destruction of tangible property of the insured or of any supplier of fuel or energy to the
- (2) As used in this endorsement, "fuel or energy" meens coal, oil, gas, gasoline, electricity or any other product or natural resource used as a source of heat, power or energy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form GH-76-1

Countersigned by



Named Insured and Address

Policy Number

CLR P22003E

is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

07-01-82

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NON-OWNED WATERCRAFT

IT IS HEREBY UNDERSTOOD AND AGREED THAT EXCLUSION (E)-2 IS NOT APPLICABLE TO NON-OWNED PRIVATE PASSENGER PLEASURE WATERCRAFT UNDER FIFTY FEET IN LENGTH.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, cuntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute lid countersignature of this endorsement.

Countersigned by....

Form G-2240-3 B Printed in U.S.A.



Named Insured and Address

This endorsement forms a part of Policy No....91 CLR P22003E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 07-01-82 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

IT IS AGREED THAT THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE ANY EM-PLOYEE OF THE NAMED INSURED WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, BUT THE INSURANCE AFFORDED TO SUCH EMPLOYEE DOES NOT APPLY:

- 1. TO BODILY INJURY TO ANOTHER EMPLOYEE OF THE NAMED INSURED ARISING OUT OF OR IN THE COURSE OF HIS EMPLOYMENT, UNLESS THE NAMED INSURED NOTIFIES THE COMPANY IN WRITING, WITHIN 60 DAYS AFTER FIRST NOTICE OF THE CLAIM TO THE NAMED INSURED, OF ITS INTENTION TO PROVIDE COVERAGE FOR SUCH EMPLOYEE;
- 2. TO <u>BODILY INJURY</u> TO THE <u>NAMED INSURED</u> OR, IF THE <u>NAMED INSURED</u> IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF;
- 3. TO PROPERTY DAMAGE TO PROPERTY OWNED, OCCUPIED OR USED BY, RENTED TO, IN THE CARE, CUSTODY OR CONTROL OF, OR OVER WHICH PHYSICAL CONTROL IS BEING EXERCISED FOR ANY PURPOSE BY (A) ANOTHER EMPLOYEE OF THE NAMED INSURED OR (B) THE NAMED INSURED, OR IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF.

GH148

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by......

Authorized Agent

RURAL ELECTRIFICATION COOPERATIVE ENDORSEMENT (TEXAS)



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22003E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

- I. THE INSURER AGREED WITH THE RURAL ELECTRIFICATION ADMINISTRATION THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:
 - A. THE COMPANY AGREES THAT IT WILL NOT USE, EITHER IN THE ADJUSTMENT OF CLAIMS OR IN THE DEFENSE OF SUITS AGAINST THE INSURED, THE IMMUNITY OF THE INSURED FROM TORT LIABILITY, UNLESS REQUESTED BY THE INSURED TO INTERPOSE SUCH DEFENSE.
 - B. THE INSURED AGREES THAT THE WAIVER OF THE DEFENSE OF IMMUNITY SHALL NOT SUBJECT THE COMPANY TO LIABILITY FOR ANY PORTION OF A CLAIM, VERDICT OR JUDGMENT IN EXCESS OF THE LIMIT OF LIABILITY STATED IN THE POLICY.
 - C. THE COMPANY AGREES THAT IF THE INSURED IS RELIEVED OF LIABILITY BECAUSE OF ITS IMMUNITY, EITHER BY INTERPOSITION OF SUCH DEFENSE AT THE REQUEST OF THE INSURED OR BY VOLUNTARY ACTION OF A COURT, THE INSURANCE APPLICABLE TO THE INJURIES ON WHICH SUCH SUIT IS BASED, TO THE EXTENT TO WHICH IT WOULD OTHERWISE HAVE BEEN AVAILABLE TO THE INSURED, SHALL APPLY TO OFFICERS AND EMPLOYEES OF THE INSURED IN THEIR CAPACITY AS SUCH; PROVIDED, THAT ALL DEFENSES, OTHER THAN IMMUNITY FROM TORT LIABILITY, WHICH WOULD BE AVAILABLE TO THE COMPANY BUT FOR SAID IMMUNITY IN SUITS AGAINST THE INSURED OR AGAINST THE COMPANY UNDER THE POLICY, SHALL BE AVAILABLE TO THE COMPANY WITH RESPECT TO SUCH OFFICERS AND EMPLOYEES IN SUITS AGAINST SUCH OFFICERS AND EMPLOYEES OR AGAINST THE COMPANY UNDER THE POLICY.
- II. THE INSURED ALSO AGREES WITH THE RURAL ELECTRIFICATION ADMINISTRATION AS FOLLOWS:

FORM GH-167-0
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

To the second

Countersigned by M. J. & Chrecker

Authorized Agent



PAGE 2

THE HARTFORD

Named Insured and Address

- B. CHANGES IN POLICY FORMS OR ENDORSEMENTS AS A RESULT OF APPROVAL OF A REGULATORY AUTHORITY WILL BE SUBMITTED TO THE RURAL ELECTRIFICATION ADMINISTRATION.
- C. THAT IT WILL MAIL TO SAID ADMINISTRATION, AT LEASE TEN DAYS BEFORE THE EFFECTIVE DATE THEREOF, NOTICE OF CANCELLATION OR TERMINATION OF SAID POLICY.
- D. THAT EACH ENDORSEMENT SUBSEQUENTLY ISSUED WILL BECOME A PART OF SAID ORIGINAL POLICY.

GH167

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by M. H. & Chneener Authorized Agent

U-01194

General Liability Amendatory Endorsement — Additional Definition



Named Insured and Address

This endorsement forms a part of Policy No	
Effective dateEffective hour is the same as stated in the Declarations of the Policy.	·

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

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Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form L-4128-0 Printed in U.S.A. (ISO: GL 00 19 07 78)



Named Insured and Address

Policy Number

CLR P22003E is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS AGREED THAT THE NAMED INDIVIDUALS WILL BE ADDITIONAL INSUREDS ONLY AS RESPECTS THEIR OPERATIONS FOR AND IN BEHALF OF THE NAMED INSURED, AND ONLY WHILE ENGAGED IN THE ACTIVITY OF ARBORATION OR REMOVAL OF SIMILAR OBSTRUCTIONS IN THE CONSTRUCTION AND/OR MAINTENANCE OF POWER EQUIPMENT OF FACILITIES.

FOREMEN

LICENSED ARBORISTS

NON LICENSED TRIMMERS & APPRENTICES

CLARENCE WILLS TOM SCHLENDER JOHN LUEDTKE

DAVID TRAVER JOE DOWNS DOUGLAS MILLER ROY HERNANIEZ JEFFREY LEE RICHARD BAACK RANDY KEISER D. PAT ADAMS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, cuntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute d countersignature of this endorsement.

Countersigned by......

Authorized Agent

Form G-2240-3 B Printed in U.S.A.

HEATING AND POWER COMPANIES

(Products Hazard Interpretation)



Named Insured and Address

This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 07-01-82

..12:01 A. M., standard time at the address of the named insured as

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that electricity, gas or steam furnished or supplied by electric light and power, gas, steam heating or power companies or cooperatives shall not be deemed to be "goods or products" subject to the provisions of the policy relating to the products hazard.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy and authorized agent of the company shall constitute valid countersignature of this endorsement.



THE HARTFORD

Wm. H. Daneder Countersigned by......

Authorised Agent

Form L-3064-0 Printed in U. S. A. 7-'66 (NBCU: G 407)

Contractual Liability Insurance **Coverage Part (Blanket Coverage)**



This Coverage Part forms a part of Policy No. 91 CLR Part of pany designated therein, and takes effect as of the effect of the e	22003E tive date of	said policy unless oth	issued nerwise state	i by THE HA ed herein.	ARTFORD INSUR	RANCE GROUP
(For use only if this Cov	erage Part	is effective after the ef	fective date	of the Policy)	
This Coverage Part is effective						above designated
**			_			
policy issued to	e premium	and subject to all of	the provisi	ons of the p	olicy not expressly	modified herein,
agrees with the named insured as follows:			•	•	, . ,	
		CHEDULE				_
The insurance afforded is only with respect to such on the company's liability against each such reference thereto.	of the folic ch coverag	owing coverages as e shall be as stated	are indica I herein, s	ubject to a	cific premium ch I the terms of the	narge or charges his policy having
Coverages		Advance Premium	8		Limits of Liabil	ity
YB — Contractual Bodily Injury Liability	\$ INC	LUDED IN		\$ 500	,000 each occ	urrence
ZB — Contractual Property Damage Liability	\$ 000	POSITE RATES		\$ 200	,000 each occ	urrence
		FOSTIC RAIES		\$ 500	,000 aggregat	е
			R	ates	Advance	Premiums
Designation of Contracts	Code No.	Premium Bases	B. I.	P. D.	B. I.	P. D.
		(1) 6 (1)	(1) 51 0100	10.		
		(a) Cost	(a) Per \$100			
		(b) Sales	(b) Per \$1,00	 	·	
HAT PART OF ALL WRITTEN CONTRACTS					INCLUDED	
THER THAN AS DEFINED IN						
NCIDENTAL CONTRACTS IN THE POLICY	1	1	<u> </u>		IN	
WHICH THE NAMED INSURED ASSUMES						
LIABILITY OF OTHERS			ŀ	1	COMPOSITE	
·	1					
				ĺ	RATES	
Form Numbers of Endorsements forming part of thi	s Coverage	Part at issue:	TOTAL	ADVANCE		
2240-3B (ORAL CONTRACTS)		4	P	REMIUMS	\$	\$
If the Policy Period is more than one year, the Pren	nium is Pa	yable:			<u> </u>	
On effective date of Policy \$ 1st Annivers	агу \$	2nd A	<u>nniversar</u> j	y \$		
The following exclusions also apply:						
☐ Exclusion (p) — Products and Completed Operation	ons 🗆 E	xclusion (q)-x, c &	u			<u></u>
I. COVERAGE YB—CONTRACTUAL BODILY IS LIABILITY	NJURY	exercise	the insure	d's rights in	erein the company the choice of arb	y is not entitled t itrators and in th
COVERAGE ZB—CONTRACTUAL PROPERT DAMAGE LIABILITY	Y	(2) any sui	after the		r limit of the comp i judgments or set	
The company will pay on behalf of the <i>insured</i> all su <i>insured</i> , by reason of <i>contractual liability</i> assumed by hi written contract of the type designated in the schedule is ance, shall become legally obligated to pay as damages be	im under a for this ins	the ny Exclusions	ļ.	not apply:	,	•••

Coverage YB. bodily injury or Coverage ZB. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend

- (a) to liability assumed by the insured under any incidental contract;
- (b) (1) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such insured, including
 - (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (ii) supervisory, inspection or engineering services;
 - (2) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

conditions and provisions printed on pages KB-2 and KB-3 of this form are hereby referred to and made a part hereof.

S Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes ect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage) (Continued)

- (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or
- (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (d) to bodily injury or property damage for which the indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance operations hazard or the products na or regulation pertaining to the sale, gift, distribution or (q) to property damage included within use of any alcoholic beverage or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar
- (f) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to action by the public authority or any other person or organization engaged in the project;
- (g) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (j) to property damage to the named insured's products arising out of such products or any part of such products;
- (k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

 (m) As respects any agreement relating to construction operations, to bodily injury or property damage arising out of
 - - (1) construction, maintenance or repair of watercraft or loading or unloading thereof, or
 - (2) operations within fifty feet of any railroad property affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- (n) to bodily injury or property damage arising out of the maintenance, operation, use, loading or unloading of an equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (o) to bodily injury or properly damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

When stated in the schedule as applicable, the following exclusions also apply to contractual liability assumed by the insured.

This insurance does not apply:

- (p) to bodily injury or property damage included within the completed operations hazard or the products hazard;
 - - the explosion hazard,
 - (2) the collapse hazard, or
 - (3) the underground property damage hazard.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent

- set forth below:

 (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a ship or joint venture, the partnership or joint venture so de and any partner or member thereof but only with respectively liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to bodily injury, or properly damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage YB — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage ZB - The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property ' to which this coverage applies shall not exceed the limit of 'damage liability stated in the schedule as "aggregate". Such limit of liability applies separately with respect to each project y from premises owned by or rented to the named insured.

Coverages YB and ZB — For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage) (Continued)

DDITIONAL DEFINITIONS

used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

VI. ADDITIONAL CONDITIONS

Arbitration

The company shall be entitled to exercise all of the insured's rights in

the choice of arbitrators and in the conduct of any arbitration proceeding.

Premium

When used as a premium basis:

- the word "cost" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusion (m) applies.
- 2. the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.





Named Insured and Address

Policy Number CLR P22003E

is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

CONTRACTUAL LIABILITY INSURANCE

IT IS HEREBY UNDERSTOOD AND AGREED THAT ORAL CONTRACTS ARE INCLUDED UNDER FORM L-3523-0 PROVIDED THEY ARE REDUCED TO WRITING WITHIN NINETY (90) DAYS.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, untersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute id countersignature of this endorsement.

Countersigned by.....

. Authorized Agent

U-01204



PERSONAL INJURY LIABILITY INSURANCE **COVERAGE PART**

(For use only if this Coverage Part is effective	(at the hour stated in the	ne policy) and	forms a part of the above designa
The Company, in consideration of the payment of the premigrees with the named insured as follows:	ium and subject to all of the pr	ovisions of the	e policy not expressly modified he
	SCHEDULE		
he insurance afforded is only with respect to personal inju flenses as are indicated by specific premium charge or cha	ry arising out of an offense i	ncluded with	in such of the following group
Coverage			Limits of Liability
I—Personal Injury Liability		\$ 500	,000 aggregate
		Insured's pa	nrticipation NONE
Groups of Offenses			Advance Premium
. False Arrest, Detention or Imprisonment, or Malicious	Prosecution		s INCLUDED IN
Libel, Slander, Defamation or Violation of Right of Private Control of	vacy		\$ COMPOSITE
. Wrongful Entry or Eviction or Other Invasion of Right	of Private Occupancy		\$ RATE
Minimum Premium \$	Total Advance	e Premium	s
Location and Description of Exposure	Premium Bases	Rates	Premium
EXCLUSION C DELETED			
•	·		
			1
-			
·			
orm Numbers of Endorsements forming part of this Coverage Part	at issue:		

is Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes a soft the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part takes.

Countersigned by

Authorized Agent

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

(continued)

I. COVERAGE PI - PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as dumages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

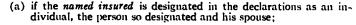
This insurance does not apply:

.. . .

- (a) to liability assumed by the insured under any contract or agreement:
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (e) to personal injury arising out of any publication or utterance described in Group B concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof;
- (f) to personal injury arising out of any publication or utterance described in Group B made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to t extent set forth below:



- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY- INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

U-01203

Named Insured and Address

Policy Number

91 CLR P22003E

nis endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date

is stated herein. Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

PERSONAL INJURY COVERAGE PART

DISCRIMINATION

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE DELETION OF EXCLUSION "C" DOES NOT AMEND ANY EXCLUSION APPLICABLE TO GROUP D DISCRIMINATION COVERAGES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute lid countersignature of this endorsement.

Countersigned by.....

Authorized Agent

U-01203

Named Insured and Address

Policy Number

1 CLR P22003E

his endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated

07-01-82

in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

PERSONAL INJURY LIABILITY INSURANCE

IT IS AGREED THAT:

1. THE INSURANCE FOR <u>PERSONAL INJURY</u> LIABILITY IS AMENDED TO INCLUDE THE FOLLOWING GROUP OF OFFENSES:

GROUP D- DISCRIMINATION BY REASON OF AGE, SEX, RELIGION OR NATIONAL OR RACIAL ORIGIN NOT COMMITTED BY OR AT THE DIRECTION OF THE INSURED OR ANY EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, PARTNER OR MEMBER OF THE INSURED, BUT ONLY WITH RESPECT TO INJURY TO THE FEELINGS OR REPUTATION OF A NATURAL PERSON ARISING OUT OF SUCH DISCRIMINATION.

THE INSURANCE FOR DISCRIMINATION DOES NOT APPLY:

- (A) TO <u>PERSONAL INJURY</u> SUSTAINED IN THE STATES OF NEW YORK OR OHIO, OR IN ANY OTHER STATE OF JURISDICTION WHERE INSURANCE FOR SUCH INJURY IS CONTRARY TO LAW OR PUBLIC POLICY;
- (B) TO FINES OR PENALTIES:
- (C) TO AMOUNTS CLAIMED OR AWARDED (WHETHER AS DAMAGES OR OTHERWISE) FOR WAGES, SALARIES OR OTHER FINANCIAL BENEFITS OR ADVANTAGES THAT THE INJURED PERSON WOULD HAVE RECEIVED, BUT FOR THE DISCRIMINATION, AS AN EMPLOYEE OR PROSPECTIVE EMPLOYEE OR ANY INSURED.
- (D) TO CLASS ACTIONS OR TO ANY INDIVIDUAL CLAIM FOR DAMAGES WHICH IS INCLUDED WITHIN OR IS A PART OF ANY CLASS ACTION;
- (E) TO <u>PERSONAL INJURY</u> SUSTAINED BY ANY PERSON AS A RESULT OF AN OFFENSE DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE <u>NAMED INSURED</u>.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute id countersignature of this endorsement.

Countersigned by.....

Authorized Agent

J-01205

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AMENDATORY ENDORSEMENT POLLUTION LIABILITY



This endorsement modifies such insurance as is altorded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE — PLUS SPECIAL GENERAL LIABILITY INSURANCE SMP LIABILITY INSURANCE

Premium for This Engorsement S. to be determin.

Part | Separate Limits of Liability Endorsement (Hazardous Waste Facility)

It is agreed that

- 1. The limits of liability stated in the Hazardous Waste Facility Pollution Liability Endorsement in Part II apply separately to such insurance as is afforded by the policy in connection with the insured's obligation to demonstrate financial responsibility at the facilities described therein.
- 2. Such limits of liability apply collectively to all such facilities (and not separately to each) and are in lieu of and not in addition to any other limits of liability stated elsewhere in the policy.
- 3. The "each occurrence" limit applies to all bodily injury and all property damage arising out of a single occurrence.
- 4. The annual "aggregate" limit applies to all damages because of all bodily injury and all property damage which occurs during the policy period.
- 5. For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of a sudden and accidental discharge, dispersal, release or escape of irritants, contaminants or poliutants, including all bodily injury and property damage arising out of all subsequent exposure of persons or property to such substances, shall be considered as arising out of a single occurrence.
- 6. Part I of this endorsement shall be cancelled automatically by cancellation of the Hazardous Waste Facility Pollution Liability Endorsement in Part II.

art II Hazardous Waste Facility Pollution Liability Endorsement.

l.	This endorsement certifies that the policy to which the endorsement is attached provides policering bodily injury and property damage in connection with the insured's colligation to dembility under 40 CFR 264.147 or 265.147. The coverage applies at: EPA Identification Number:	ionstrate financial responsi-
	Name: Nebraska Public Power Address: See G2240	NED000809434
_	for sudden accidental occurrences. The limits of liability are S_500,000 "each occurrence" and S_500,000 annual aggregate, exclusive of legal defense costs.	

- 2 The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of the Paragraph 2 are hereby amended to conform with subsections (a) through (e):
 - (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy with a right of rain-



Named Insured and Address

This endorsement forms a part of Policy No. 91CIRP22003E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date **07-01-82** Effective hour is the same as stated in the Declarations of the policy.

Schedule of Locations End L4492-0

EPA # NED 068676881 Sheldon Power Station Hallam, NE

EPA # NED 000809434 York Operation Center York, NE

. Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, ther than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

ountersigned by

G-2240-2 A Printed in U. S. A. 6-74



cv Number

CLR P22003E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 02-01-83 Effective hour is the same as stated in the Declarations of the policy.

Endt. No. 2

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NE 68601

Named Insured and Address

ADDITIONAL INSURED

IT IS HEREBY AGREED AND UNDERSTOOD THAT MONTGOMERY ELEVATOR COMPANY IS ADDED AS AN ADDITIONAL INSURED AS RESPECTS THE ELEVATOR MAINTENANCE AGREEMENT.

NO PREMIUM ADJUSTMENT NECESSARY

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

02-17-83-EW/LM

(07-01-83)

Authorized Agent

Countersigned by Willem

Form G-2240-3 A Printed in U.S.A.



THE HARTFORD

Named Insured and Address

v Number

CLR P22033E

s endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP. company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

07-01-82 Endt. No.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH ST COLUMBUS NE 68601

IT IS HEREBY AGREED AND UNDERSTOOD, CITICORP INDUSTRIAL CREDIT, INC. IS ADDED AS ADDITIONAL INSURED BUT ONLY IN REGARD TO EQUIPMENT LEASE AGREEMENTS WITH NEBRASKA PUBLIC POWER.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, otersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

AC/RB 03-04-83

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



Business Auto Coverage Part

ued to	form a p	art of	Policy No.	91	CLR	P22003E	to	be effective	a	t the h	our state	ed in the	policy.	The Stock	Insurance
mpany	providing	this	insurance i	s shown	on the	e Declarations	Page o	of such policy as the	'Insurer.''						

This Coverage Part is not binding unless countersigned by a duly authorized agent of ours: but if it takes effect as of the effective date of the policy of which this Coverage Part forms a part then countersignature on the Declarations Page of that policy by a duly authorized agent of ours is valid countersignature of this Coverage Part.

All of the provisions, conditions and other terms of this BUSINESS AUTO COVERAGE PART shall apply only as specified herein and none of the provisions, conditions and other terms of the policy of which this BUSINESS AUTO COVERAGE PART forms a part shall apply to insurance hereunder unless otherwise stated herein. Hereafter, any use of the word "policy" in this BUSINESS AUTO COVERAGE PART (or any endorsement forming a part of, changing or applicable to this BUSINESS AUTO COVERAGE PART."

DECLARATIONS — BUSINESS AUTO COVERAGE PART

ITEM ONE - NAMED INSURED AND ADDRESS

This BUSINESS AUTO COVERAGE PART is completed by:

(a) this Declarations Form C-2013,

Form C-2014.

Form C-2015,

Form C-2016,

- (b) its provisions and conditions printed in Form CA00010180
- (c) any Endorsements issued to form a part of it.

Form Numbers of Endorsement forming part of this BUSINESS AUTO COVERAGE PART on the above effective date:

SEE G2240-3B ENDORSEMENT

Countersigned by Mm. J. Schneider

Authorized Agent

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Form C-2013-0 Printed in U.S.A. (NS)

(Continued on Form C-2014)



BECHER-CURRY CO.

91 0284

icy Number

cLR P22003E

Is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date

is stated herein. Effective Date 07-01-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THE HARTFORD

Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NEBRASKA 68601

IT IS HEREBY UNDERSTOOD AND AGREED THAT <u>JUNIOR OLDTIMERS</u>
<u>CLUB OF NORTH PLATTE</u>, <u>NE</u> IS ADDED AS AN ADDITIONAL INSURED
AS RESPECTS THE INSTALLATION AND THE MAINTAINENCE OF THE
LIGHTS ON THE DAM LOCATED ON LAKE MAHONEY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute to countersignature of this endorsement.

07-22-82-NK/LM

Countersigned by

-DADAY AL

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



Premium Installment

AMENDED ENDT #2

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22003E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NEBRASKA 68601

		Effective da	te 07-01-82		2:01 A. M., standard t	ime at the address of the
				n	amed insured as stated h	
-					ORIGI	NAL 294,877
	It is hereby understo	od and agreed that	the ORIGINAL	•	INCLU Premium o	NAL 294,877 DING f \$LOC116,04
	it is notedy anacisto	od and agreed that	(Insert "original"	' or "additional" or "re	turn")	
will	BE PAYABLE I	N	TWELVE			"Schedule of Payments."
*****	(Insert "be payable in" o	r "reduce the")				
			SCHEDULE	OF PAYMENTS		
	DUE DATE BODIL	Y INJURY & BOD	ILY INJURY &	AUTO PHYSICAL		

THE HARTFORD

			SCHEDUL	E OF PATIVIENTS	
NO.	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE	TOTAL
_		LOC 116,047			LOC 116,047
1	07-01-82	19,908	4,251		24,159
2	08-01-82	9,812	4,249		14,061
3	09-01-82	9,812	4,249		14,061
4	10-01-82	9,812	4,249		14,061
	11-01-82	9,812	4,249		14,061
6	12-01-82	9,812	4,249		14,061
7	01-01-83	9,812	4,249		14,061
8	02-01-83	9,812	4,249		14,061
9	03-01-83	9,812	4,249		14,061
0	04-01-83	9,812	4,249		14,061
11	05-01-83	9,812	4,249		14,061
12	06-01-83	9,812	4,249		14,061
οт	ALS	243.887	50.990		294.877

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

ountersigned by Affil All College Agent

(07-01-83)

Form C-2014

DECLARATIONS — **BUSINESS AUTO POLICY (Continued)** ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

THE HARTFORD

91 CLR P22003E

his policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as vered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE (Absence of a limit entry means that the ! entry shown, if any, in Item four applies	imit	ESTIMATED PREMIUM
AA = LIABILITY INSURANCE	1	\$ 500 ,000 each accident		34,119. \$ 16,871.
AB = LIABILITY INSURANCE		\$,000 Bodily Injury each person \$,000 Bodily Injury each accide \$,000 Property Damage each a	ent	s
AC = PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury F deductible	Protection Endorsement minus	\$
AD = ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal I	njury Protection Endorsement	\$
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection \$ deductible for each accident	n Insurance Endorsement minus	\$
AF = AUTO MEDICAL PAYMENTS INSURANCE	L	\$ for Bodily Injury for each Inst	red	\$
AG = UNINSURED MOTORISTS INSURANCE	2	\$ 30 ,000 each accident		s INCL
AH = UNINSURED MOTORISTS INSURANCE		Separately stated in the Split Uninsured M	otorists Limits Endorsement	s
PHYSICAL DAMAGE INSURANCE				
= COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is smalle in item four for each covered auto for all	st, minus any Deductible shown loss except fire or lightning	\$ \$
AK = SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small each covered auto for loss covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by missing the covered by the covered	lest minus \$25 Deductible for	s
AL = FIRE COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small		\$
AM = FIRE AND THEFT COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small	Stated Amount shown in item est	s
$AO = \frac{\text{FIRE, THEFT AND WINDSTORM}}{\text{COVERAGE}}$		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small	Stated Amount shown in item est	\$
$AP = \frac{\text{LIMITED SPECIFIED}}{\text{PERILS COVERAGE}}$		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is small	Stated Amount shown in Item est	s
AR = COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the four as "Dollar Limit", whichever is smalled in item four for each covered auto	Stated Amount shown in item st, minus any Deductible shown	S
AT = TOWING AND LABOR (Not available in California)		\$25 for each disablement of a private pass	senger auto	s .
	<u> </u>		·	
		•	Endorsement Premium (Not included in above Coverage premiums)	s
			ESTIMATED TOTAL PREMIUM	34,119. \$ 16,871.

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium hall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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FORM C-2015 DECLARATIONS — BUSINESS AUTO POLICY (Continued)



M THREE - DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL		DESCRIPTION
1	=	ANY AUTO.
2	=	OWNED AUTOS ONLY. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3	=	OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4	=	OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
5	=	OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own for which you are required to have No-Fault Benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided you are required to have No-Fault Benefits in the state where they are licensed or principally garaged.
. 6		OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own for which, because of the law in the state where they are licensed or principally garaged you are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR for which a premium charge is shown (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
8	=	HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or members of their households.
9 .	=	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.



Form C-2016 DECLARATIONS— BUSINESS AUTO POLICY (Continued)



THE HARTFORD

Policy No. 91 CLR P22003E

EM FOUR — SCHEDULE OF COVERED AUTOS YOU OWN

overed	City or Town and State where the covered auto will be principally garaged										Original Cost New (Chassis & Body Including	
io.	Territory Code	Tax Code	Classificat Code	tion	Size GCW Seatin	- GVW or or Vehicle ng Capacity	Radius of Operati	ion L = Local, I =	Intermediate, Commercial,	LD = Long Distance Other (Oescribe)	Special Equipment) or Rating Symbol	
1	Garaged:											
•							Radius of Oper	ation:]	
	<u> </u>	1	<u> </u>				Use:				 	
•	Garaged:											
2							Radius of Oper	ration:			1	
		<u> </u>	l				Use:				<u> </u>	
			its — Absence Declarations Lin			limit entry below	means that th	e limit entry sh	own in the c	corresponding		
	110.00	o or the c		Auto Med I	<u></u>	Uninsured Motorist	Physical Damage	(Nen-Collision)	Collision		T	
overed		emium Cov. AS 🗆	Added PIP Promium	Limit for ex		Limit each Accident	Coverage *		Cov. AR		Tewing and Labor	
uto o.			Cev. AO	Cev. AF		Cov. AG	Deductible	Dollar Limit	Deductible	Collar Limit	Premium	
.		remium . AC	PPI Premium Cov. AE	Auto Med Premis Cov. /	im.	Uninsured Motoris Premium Cov. AG AH	Premium	Rate	Promium	Rate	Cov. AT	
							Coverage					
1	\$		\$	\$		\$	\$	\$	\$	\\$		
	\$		\$	\$		\$	\$	\$	\$	 \$	\$	
,						•	Coverage	Te.	4			
2	\$		\$	\$		\$	\$	 \$	\$	\$	-	
	s		s	s		s	s	ļs	s	s	s	
Indicate app	licable PHY	SICAL DA	MAGE (Non-Col	llision) Co	verag	e for each Cove	red Auto.	L;	- `	<u></u>	<u> </u>	
_	-	-	d Auto No.) —	- Except fo	or To	wing, all physica	il damage loss i	is payable to yo	u and the los	s payee named be	low as interest may	
ppear at the			e and Address	 -			Covered Auto No	(s) Loss Pavee	Name and	Address		
<u>_</u>												
							<u></u>			<u> </u>		
TEM FIVE	E - SCH	EDULE (OF HIRED A	UTOS (Cove	rages and F	remiums)					
LIABILITY IN you borrow o bassengers.	NSURANCE or rent from	— RATING 1 your em	BASIS IS COS ployees or thei	ST OF HIR r family n	E. Ca rembe	e st of hire mean ers). Cost of hir	s the total amou e does not inclu	nt you incur for ude charges for	the hire of a services perf	utos you don't owr ormed by motor c	n (not including aut arriers of property	
EADQUARTE	RS	CLASSIFICA CODE	TION	ED COST	OF H	IRE	RATE PER COST OF	EACH \$100 HIRE		ESTIMATED PREM	AIUM	
NE		6619		ANY			\$ INC	L. IN CON	POSITE	\$ INCL		
			\$				\$	RATE		\$		
TEM SIX			OR NON-OW autos owned b			•	of their house	holds but only	while used in	n your business or	your personal affa	
											·	
LIABILITY II	BASIS IS N	UMBER O	F EMPLOYEES									
LIABILITY II	BASIS IS N NUMBER O				SSIFI	CATION CODE	HEADQUARTER	RS STATE E	STIMATED P	REMIUM		
LIABILITY II				CLA	<u>ssifi</u>		HEADQUARTER NE	AS STATE E		REMIUM		

BUSINESS AUTO POLICY

CA 00 01 (Ed. 01 80)

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
 - Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
 - Vehicles designed for use principally off public roads.
 - Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
 - 4. Vehicles not required to be licensed.
 - Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.
- "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer.

PART II — WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO of the declarations shows the autos that are covered autos for each of your coverages. The numerical symbols explained in ITEM THREE of the declarations describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
 - If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
 - But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered **autos** for liability insurance:

- Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. **Mobile equipment** while being carried or towed by a covered **auto**.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered **auto** is being transported between any of these places.



PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

- 1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

- 1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- 3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- 5. All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- 6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- 2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- 3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
- 4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- 6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.
- 7. Bodily injury or property damage resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
- 8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
- 9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- 2. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow ex
 - a. The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
 - b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
 - c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 3. Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY.

- 1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIABILITY INSUR-ANCE limit shown in the declarations.
- 2. All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- 1. While a covered auto is away from the state where it is licensed we will:
 - a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
 - b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
- 2. We will not pay anyone more than once for the same elements of loss because of these extensions.

PART V — PHYSICAL DAMAGE INSURANCE

A. WE WILL PAY.

- We will pay for loss to a covered auto or its equipment under:
 - a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
 - b. Specified Perils Coverage. Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism:
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.
 - c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- Loss caused by declared or undeclared war or insurrection or any of their consequences.
- Loss caused by the explosion of a nuclear weapon or its consequences.

- 5. Loss caused by radioactive contamination.
- Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES — THE MOST WE WILL PAY.

- 1. At our option we may:
 - Pay for, repair or replace damaged or stolen property; or
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- The most we will pay for loss is the smaller of the following amounts:
 - The actual cash value of the damaged or stolen property at the time of loss.
 - The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VI — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- 1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and
- where the **accident** or **loss** happened. **You** must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved insureds must:
 - a. Cooperate with us in the investigation, settle-



ment or defense of any claim or suit. No **insured** shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

- Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.
- Additionally, to recover for loss to a covered auto or its equipment you must do the following:
 - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
 - c. Submit a proof of loss when required by us.
 - d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE.

- For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
 - Is excess while it is connected to a motor vehicle you don't own.
 - b. Is primary while it is connected to a covered **auto you** own.
- When two or more policies cover on the same basis, either excess or primary, we will pay only our share.
 Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

- You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of

- mailing of any notice will be sufficient proof of notice.
- The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the **insured** has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the **insured**.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent,

I. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

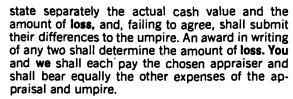
Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

 If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall

U-01219

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2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.







THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — CANCELLATION

CANCELLING THIS POLICY DURING THE POLICY PERIOD applies except as follows:

- A. If we cancel the policy we will mail you notice by certified mail. We will not deliver any notice.
- B. If we cancel when the policy is in effect more than 60 days or for a reason other than nonpayment of premium we will mail you 30 days notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
 - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - For which an insuring or bonding company denies coverage or is or becomes insolvent, or
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However. "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

 Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER — EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. You or any family member.
- 2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY

- Regardless of the number of covered autos, insureos, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
- Any amount payable under this insurance shall be reduced by:
 - All sums paid or payable under any workers' compensation, disability benefits or similar law and
 - All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:



- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

 If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.







THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

- A. The policy does not apply:
 - Under any Liability Coverage, to bodily injury or property damage
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories

or possessions or Canada, this exclusion c applies only to property damage to such nuclear facility and any property thereat.

- B. As used in this endorsement:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 1 or 2 thereof;

"nuclear facility" means

- 1. any nuclear reactor,
- any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium,
 (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

"property damage" includes all forms of radioactive contamination of property.



Changes in Policy Temporary Substituted Autos; Autos Owned by Partners; To is Insured



"PART II - WHICH AUTOS ARE COVERED AUTOS" is changed by adding the following:

D. TEMPORARY SUBSTITUTE AUTOS

Any auto you do not own while used as a temporary substitute for an auto you do own is a covered auto for the same LIABILITY INSURANCE and UNINSURED MOTORISTS INSURANCE as is provided by the policy for the auto you do own, but only if that owned auto is out of normal use because of its breakdown, repair, servicing, loss or destruction.

E. AUTOS OWNED BY PARTNERS

If you are a partnership, no auto owned by any of your partners or members of their households is a covered auto for the LIABILITY INSURANCE unless the policy is endorsed to cover that auto as a covered auto and the proper premium is charged.

- B. If your policy is a Garage Policy the following additional changes are made:
 - (1) "WHO IS AN INSURED" of "PART IV LIABILITY INSURANCE" is changed as follows:

The following is added after section b. of part 2, "For Garage Operations Other Than Covered Autos":

- c. Any partner of yours is an insured but only to the extent of his or her liability as your partner.
- (2) "WHO IS AN INSURED" of "PART V GARAGEKEEPERS INSURANCE" is changed by adding the following after section 2:
 - 3. Any partner of yours is an insured but only to the extent of his or her liability as your partner.





THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22003E

is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

AUTO LIABILITY COMPOSITE RATE END.

NUMBER OF POWER UNITS	RATE PER UNIT	PREMIUM
803	42.49 R	34,119. R
	21.01 E	16,871. E

WHEN USED IN A PREMIUM BASIS, PER UNIT MEANS ANY AUTO YOU OWN OR LONG TERM LEASE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, guntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute d countersignature of this endorsement.

Countersigned by...

U-01226 Authorized Agent



Named Insured and Address

olicy Number

CLR P22003E

als endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated

07-01-82

in the Declarations of the policy.

Endt. No.

INCLUSION OF FELLOW EMPLOYEE COVERAGE

IN CONSIDERATION OF PREMIUM CHARGED IT IS HEREBY AGREED THE FOLLOWING AMENDMENTS ARE APPLICABLE:

AUTO CA0001 PART III PARAGRAPH C IS AMENDED TO DELETE THE FOLLOWING

4. BODILY INJURY TO ANY FELLOW EMPLOYEE OF THE INSURED ARISING OUT OF OR IN THE COURSE OF HIS OR HER EMPLOYMENT.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute lid countersignature of this endorsement.

Countersigned by.

-01227 Authorized Agent



THE HARTFORD

Named Insured and Address

CLR P22003E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY

AMENDMENT OF CANCELLATION CONDITION

IT IS AGREED THAT UNDER CONDITION 11 OF THE POLICY PROVISIONS. THE SECOND SENTENCE IS AMENDED TO READ AS FOLLOWS:

> THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN ITEM 1 OF THE DECLARATIONS, WRITTEN NOTICE STATING WHEN NOT LESS THAN NINETY (90) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE, HOWEVER, IN THE EVENT OF NON-PAYMENT OF PREMIUM, WRITTEN NOTICE STATING NOT LESS THAN 10 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, cuntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute id countersignature of this endorsement.

Countersigned by U-012219 Authorized Agent

Form G-2240-3 B Printed in U.S.A.



Definition of Symbols "R" and "E"

THE HARTFORD

		Named Insured and Address
issued therei	endorsement forms a part of Policy No	
	ve date Effective hour is the same ted in the Declarations of the Policy.	. *
lt is a	greed that,	
ε	the symbol "R" designates the rates and premiums for that in Paragraph 3, Table 1 of the Retrospective Premium Endorsem	nsurance which is subject to Retrospective Rating Plan D, as specified in ent — Plan D, and
t	the symbol "E" designates the rates and premiums for that ins Paragraph 3, Table 1 of the Retrospective Premium Endorsem	urance which is not subject to Retrospective Rating Plan D, as specified in ent — Plan D.
Nothir than a	g herein contained shalf be held to vary, waive, alter, or extend a is herein stated.	ny of the terms, conditions, agreements or declarations of the policy, other
as of	ndorsement shall not be binding unless countersigned by a duly aut the effective date of the policy and, at issue of said policy, forms a uthorized agent of the company shall constitute valid countersignal	horized agent of the company; provided that if this endorsement takes effect part thereof, countersignature on the declarations page of said policy by a ure of this endorsement.
		Countersigned by
		Authorized Agent
Form	L-3859-0 Printed in U.S.A. (NS)	·

THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22003E used by THE HARTFORD INSURANCE GROUP company ignated therein, and takes effect as of the effective date of d Policy unless another effective date is stated herein.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NEBRASKA 68601

		Effecti	07-01-82 ve date		12:01 A. M., standard insured as stated in	time at the address of t.
	It is hereby ur	nderstood and agreed	that the ORIGINA	AL " or "additional" or "r	Premium (of \$
will	BE PAYAI	BLE IN le in" or "reduce the")		í	nstallments as outlined in	"Schedule of Payments.
NO.	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
· _1	07-01-82	TO BE DETERM	INED		,	
2	08-01-82	TO BE DETERM	INED		1	
3	09-01-82	TO BE DETERM	INED			
.4	10~01-82	TO BE DETERM	INED			
5	11-01-82	TO BE DETERM	INED .			
5	12-01-82	TO BE DETERM	INED			
	01-01-83	TO BE DETERM	INED			
8	02-01-83	TO BE DETERM	INED			
. 9	03-01-83	TO BE DETERM	INED			
10	04-01-83	TO BE DETERM	INED .			
11	05-01-83	TO BE DETERM	INED		·	
12	06-01-83	TO BE DETERM	INED ;			
TO1	ALS	243,887.	50,990.			

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

U-01230

Authorized Agent

Somprehensive General Liability Insurance or Completed Operations and Products Liability Insurance, "sales" means the toss amount of money charged by the named insured or by their trading under his name for all goods and products sold of distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others effect as a separate item and remit directly to a governmental systion;

Contractual Liability Insurance, "Cost" means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether utraished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

Carage Insurance, "remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of \$100, and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum with respect to Dealer Risks (Hazard 1) or \$5,200 per annum with respect to Non-Dealer Risks (Hazard 2)

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile

owned by the named insured; and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees;

- (h) Comprehensive Automobile Liability Insurance,
 - (1) "cost of hire" means the amount incurred (or (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hirel automobile rates, provided the owner of such hirel automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
 - (2) "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
 - (3) "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.

NUCLEAR ENERGY LIABILITY EXCLUSION

This exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

- I. The policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the hodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear

facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to properly damage to such nuclear facility and any property thereat.

- II. As used in this exclusion:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or hyproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

- "nuclear reactor" means any apparatus designed or used to sustain nuclear tission in a self-supporting chain reaction or to contain a critical mass of tissionable material;
- "property damage" includes all forms of radioactive contamination of property.

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums

and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such

times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 3. Financial Responsibility Laws When this policy is certified as proof or financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- Insured's Duties in the Event of Occurrence, Claim or Suit
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the *insured* to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the The *insured* shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of injury or damage with respect to which insurance is afforded under this policy; and the *insured* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The *insured* shall not, except at his own cost, voluntarily make any payment shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the com-

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the on the same basis, whether primary, excess or contingent, the corpany shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible in-

surance against such loss.

- Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the *insured* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.
- Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the
- Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however the named insured shall die, such insurance as is afforded by the policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not

a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company

Michael S. Wilder, Secretary

CASUALTY INSURANCE POLICY

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the Insurer (a stock insurance

company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE

Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.



SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon:
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy,
- and the cost of bail bonds required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bailbond, but the company shall have no obligation to apply for or furnish any such bonds;

Form 8117

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, unnelling, pile driving, cofferdam work or caisson work or (2) had oving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed. The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,



- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the

named insured, including the ways immediately adjoining, or () designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in tem 1. of the declarations of this policy;

"named insured's products" means goods or products manuactured, sold, handled or distributed by the named insured or by theres trading under his name, including any container thereof other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented o or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured:

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured; or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis for:

- (a) Comprehensive General Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance, "admissions" means the total number of persons, other than employees of the named insured, admitted to the event covered by the insurance or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (b) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Owners' and Contractors' Protective Liability Insurance, "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (c) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance or Completed Operations and Products Liability Insurance, "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (d) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance which includes coverage for structural alterations, new construction and demolition operations, "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

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THE HARTFORD

900	(I) Hartford	Fire Insurance Company
		Accident and Indomnity Company

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Monthly

THE HARTFORD	B Hartford Accident and Indemnity Company & 7 Twin City Fire Insurance Company Hartford Plaza, Hartford, Connecticut 06115					
THE ITANII OND	INSURER → Co. Code 5	POLICY NO. 91 CLR P22005E				
DECLARATIONS Items	Previous Policy No. 91 CLR P22003E	NEBRASKA PUBLIC POWER DISTRICT				
1. Named Insured and Mail Address (No., Street The Named Insured is: Individual	t, Town, County, State, Zip Code) - Partnership Corporation	1414 15TH STREET COLUMBUS, NEBRASKA 68601				
Joint Venture 2. Policy Period	(Other)	07-01-83 To 07-01-84				
Producer's Name and Address	Producer's Code	12:01 A.M., standard time at the address of the named insured as stated herein.				
BECHER-CURRY COMPANY '	91 0284	Audit Period: Annual, unless otherwise stated. Semi-Annual Ouarterly				

The advance premium for this policy is as stated below. Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUMMARY OF ADVANCE PREMIUMS						
COVERAGE PARTS	ADVANCE PREMIUM					
COVERAGE PARTS						
Comprehensive General Liability Insurance	179,043 R \$ 71,638 E					
Premises Medical Payments Insurance	\$					
Contractual Liability Insurance	\$ INCL					
Completed Operations and Products Liability Insuran	\$					
Owners' and Contractors' Protective Liability Insuran	\$ INCL					
Storekeepers' Insurance			\$			
Personal Injury Liability Insurance			\$ INCL			
Comprehensive — Plus General Liability Insurance	\$					
			\$			
			\$			
			\$			
Business Auto	,		26,896 R \$ 13,299 E			
Truckers			\$			
Garage			s			
Form Numbers of Coverage Parts and endorsements not listed or Policy at Issue:						
•	205,939 R					
L2853-2 L3503-1 G2240-3B L3525-0 C2013-0 If Policy Period more than one year: Gross Premium \$	\$ 84,937 E					
Premium is payable: On effective date of Policy \$	-	remium ş				
	1st Anniversary \$		iversary \$			
4. Business of the named insured is ———————————————————————————————————) TTV	7-01235				

Authorized Agent

NK/JR 06-30-83 ORIG. 07-01-81

Employee Benefits Liability Insurance Coverage Part



SCHEDULE

91 CLR P22005E

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EMPLOYEE BENEFITS LIABILITY COVERAGE

The company will pay on behalf of the **Insured** all sums in excess of the deductible amount which the **Insured** shall become legally obligated to pay as damages on account of any claim against the **Insured** arising out of any negligent act or omission within the **United** States of America, its territories or possessions, or Canada, in the **administration** of the **named insured's Employee Benefit Programs**, provided such claim is first made against the **insured** during the period this insurance is in force and the **insured** at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.

The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such a claim, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment, on account of one or more claims to which this insurance applies, of judgments or settlements or of sums described in the "Supplementary Payments" provision, or both.

Exclusions

This insurance does not apply to:

- (a) any claim arising out of
 - (1) bodily injury or property damage;
 - (2) any dishonest, fraudulent, criminal or malicious act or out of libel, slander, discrimination or humiliation;
 - (3) the failure of any investment or savings program to perform as represented by an insured;
 - advice given by an insured to an employee to participate or not to participate in any investment or savings program;
- (b) any claim arising out of the failure of the insured, or any insurer, fiduciary, trustee or fiscal agent, to perform any of their obligations or to fulfill any of their guarantees with respect to (i) the payment of benefits under Employee Benefit Programs or (ii) the providing, handling or investment of funds related thereto.

II. PERSONS INSURED

Each of the following is an **Insured** under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:
- (d) any employee of the named insured while acting within the scope of his duties in connection with the administration of the named insured's Employee Benefit Programs.

This insurance does not apply to any claim arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a named insured.

III. SUPPLEMENTARY PAYMENTS

With respect only to the insurance under the Employee Benefits Liability Coverage, the "Supplementary Payments" provision is amended to read as follows:

Supplementary Payments

The company will pay, as part of and not in addition to, the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon:

- (b) premiums on appeal bonds required in any such suit, and premiums on bonds to release attachments in any such suit, for an amount not in excess of the applicable limit of liability of this insurance, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.



IV. LIMITS OF LIABILITY - DEDUCTIBLE

Regardless of the number of (1) **insureds** under this policy, or (2) claims made or suits brought on account of alleged acts or omissions by an **insured**, the company's liability is limited as follows:

With respect to this insurance, the limit of liability stated in the Schedule as applicable to "each claim" is the total limit of the company's liability, including liability for all damages and for all costs, expenses and premiums for release of attachment or appeal bonds described in the "Supplementary Payments" provision and incurred in accordance therewith, on account of each claim to which this insurance applies.

For the purpose of applying the limits of the company's liability, all damages claimed by one employee as the result of a series of acts or omissions shall be considered as comprising one claim.

\$1000 shall be deducted from the total amount of damages, exclusive of such costs, expenses and premiums, on account of each claim. All the terms of this insurance apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The limit of liability stated in the Schedule as "aggregate" is, subject to the above provision respecting "each claim", the total limit of the company's liability including liability for all damages and for all such costs, expenses and bond premiums incurred, on account of all claims to which this insurance applies.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"administration" means

- (1) giving counsel to employees of the named insured including the employees' dependents and beneficiaries with respect to eligibility in or scope of Employee Benefit Programs available to such employee by virtue of his employment by the named insured:
- (2) handling of records in connection with Employee Benefit Programs;
- effecting or terminating enrollment of any employee of the named insured under Employee Benefit Program;

provided all such acts are authorized by the named insured;

"Employee Benefit Programs" means a formal program or programs of employee benefits maintained in connection with the business or operations of the named insured covered by the Bodily Injury and Property Damage Liability Coverages of this policy, such as but not limited to Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

VI. CONDITIONS

- All of the Conditions of the policy apply to this insurance except "Financial Responsibility Laws" and "Other Insurance".
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the Insured, and shall not contribute with any such other insurance



Employee Benefits Liability Insurance Coverage Part (continued)



THE HARTFORD

EMPLOYEE BENEFITS LIABILITY COVERAGE

The company will priv on behalf of the *insured* all sums in excess of the deductible amount which the *insured* shall become legally obligated to pray an damages on account of any claim against the *insured* arising out of any negligent act or omission within the United States of America, its territories or possessions, or Canada, in the *administration* of the *named insured's Employee Benefit Programs*, provided such claim is first made against the *insured* during the period this insurance is in force and the *insured* at the effective date of this insurance had no knowledge of or could not have reasonably foroseen any circumstances which might result in a claim or suit.

The company shall have the right and duty to defend any suit against the insuad seeking damages on account of such a claim, even if any of the allegations of the suit are groundless, false or fraudulent, and many make such investigation and settlement of any claim or suit as it cheems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment, on account of one or more claims to which this insurance applies, of purkments or settlements or of sums described in the "Supplementary Payments" provision, or both.

Exclusions

This insurance does not apply to:

- (a) any claim arthing out of
 - (1) bodily injury or property damage;
 - (2) any distancest, fraudulent, criminal or malicious act or out of libral, skunder, discrimination or humiliation;
 - (3) the fallero of any investment or savings program to perform in impresented by an insured;
 - advice given by an insured to an employee to participate or not to participate in any investment or savings program;
- (b) any claim utising out of the failure of the insured, or any insurer, fichicitary, trustee or fiscal agent, to perform any of their obligations or to fulfill any of their guarantees with respect to (i) the payment of benefits under Employee Benefit Programs or (ii) the providing, handling or investment of funds related therein.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business:
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to he: hability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization is designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:
- (d) any employoo of the named insured while acting within the scope of the duties in connection with the administration of the named insured's Employee Benefit Programs.

This insurance does not apply to any claim arising out of the conduct of any pattnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a named insured.

III. SUPPLEMENTARY PAYMENTS

With respect only to the insurance under the Employee Benefits Liability Coverage, the "Supplementary Payments" provision is amended to read as follows:

Supplementary Payments

The company will $v_{\rm AV}$, as part of and not in addition to, the applicable limit of liability

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, and premiums on bonds to release attachments in any such suit, for an amount not in excess of the applicable limit of liability of this insurance, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

IV. LIMITS OF LIABILITY - DEDUCTIBLE

Regardless of the number of (1) insureds under this policy, or (2) claims made or suits brought on account of alleged acts or omissions by an insured, the company's liability is limited as follows:

With respect to this insurance, the limit of liability stated in the Schedule as applicable to "each claim" is the total limit of the company's liability, including liability for all damages and for all costs, expenses and premiums for release of attachment or appeal bonds described in the "Supplementary Payments" provision and incurred in accordance therewith, on account of each claim to which this insurance applies.

For the purpose of applying the limits of the company's liability, all damages claimed by one employee as the result of a series of acts or omissions shall be considered as comprising one claim.

\$1000 shall be deducted from the total amount of damages, exclusive of such costs, expenses and premiums, on account of each claim. All the terms of this insurance apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the *insured* shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The limit of liability stated in the Schedule as "aggregate" is, subject to the above provision respecting "each claim", the total limit of the company's liability, including liability for all damages and for all such costs, expenses and bond premiums incurred, on account of all claims to which this insurance applies.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"administration" means

- giving counsel to employees of the named insured including the employees' dependents and beneficiaries with respect to eligibility in or scope of Employee Benefit Programs available to such employee by virtue of his employment by the named insured;
- (2) handling of records in connection with Employee Benefit Programs;
- (3) effecting or terminating enrollment of any employee of the named insured under Employee Benefit Program;

provided all such acts are authorized by the named insured;

"Employee Benefit Programs" means a formal program or programs of employee benefits maintained in connection with the business or operations of the named insured covered by the Bodily Injury and Property Damage Liability Coverages of this policy, such as but not limited to Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

VI. CONDITIONS

- All of the Conditions of the policy apply to this insurance except "Financial Responsibility Laws" and "Other Insurance".
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the insured, and shall not contribute with any such other insurance.



THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

ENDORSEMENT FORMS

ENDORSEMENTS FORMING A PART OF COM GEN LIAB L3503-1

G2240-3B COMPOSITE RATE ENDT - GENERAL LIAB

L3025-0 ADDITIONAL INS

L4191-0 HOST LIQUOR

G2240-3B INCIDENTAL MALPRACTICE

L3022-0 ADDITIONAL INS EMPLOYEES

G2240-3B EXCLUSION PROPERTY DAMAGE FROM NON SUPPLY OF FUEL OR ENERGY GH76-1

G2240-3B NON OWNED WATERCRAFT

G2240-3B FELLOW EMPLOYEE EXCLUSION GH148

G2240-3B (2) RURAL ELECTRIFICATION GH167

L4128-0 GENERAL LIABILITY AMENDATORY-ADDITIONAL DEFINITION

G2240-3B ADDITIONAL INS ARBORATION

L3064 HEATING & POWER CO

L4492-0 AMENDATORY ENDORSEMENT POLLUTION LIABILITY

G2240-3B SCHEDULE OF LOCATIONS

ENDORSEMENTS FORMING A PART OF AUTO LIAB COV PART C2013-0

CA0221(01-78)

CA2X17(01-78)

CA9921(01-78)

C3023-0

G2240-3B COMPOSITE RATE ENDT AUTO

G2240-3B INCLUSION OF FELLOW EMPLOYEES

ENDORSEMENTS FORMING PART OF GL & AUTO G2240-3B ADDITIONAL INSURED G2240-3B AMENDMENT OF CLAIMS PROVISIONS L3859-0 DEFINITION OF R & E

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...,

Authorized Agent

01-01239

Form G-2240-3 B Printed in U.S.A.

AL57-0 INSTALLMENTS



THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-83

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: EMPLOYEE BENEFIT LIABILITY INSURANCE

AMENDMENT OF CLAIMS MADE PROVISION

IT IS AGREED THAT THE INSURANCE IS AMENDED AS FOLLOWS:

PROVISION I, "EMPLOYEE BENEFITS LIABILITY COVERAGE" IS AMENDED BY ADDING THERETO THE FOLLOWING AS THE SECOND PARAGRAPH THEREOF:

IN ADDITION AND SUBJECT TO THE FOREGOING PROVISIONS, A CLAIM FOR DAMAGE SHALL BE CONSIDERED AS BEING FIRST MADE AT THE EARLIER OF THE FOLLOWING TIMES:

- (1) WHEN THE INSURED FIRST GIVES WRITTEN NOTICE TO THE COMPANY OF SPECIFIC CIRCUMSTANCES INVOLVING A PARTICULAR PERSON WHICH MAY RESULT IN A CLAIM FOR DAMAGES; OR
- IN THE EVENT THE POLICY IS CANCELLED OR OTHERWISE TERMINATED AND A NEGLIGENT ACT OR OMISSION, TO WHICH THIS INSURANCE APPLIES, OCCURRED DURING THE PERIOD PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION, THE DATE ON WHICH CLAIM IS MADE IF WITHIN SIXTY DAYS AFTER SUCH CANCELLATION OR TERMINATION AND PROVIDED WRITTEN NOTICE THEREOF IS GIVEN BY THE INSURED TO THE COMPANY AS REQUIRED BY THE PROVISIONS OF THIS INSURANCE.
- THE FOLLOWING SUBDIVISION IS ADDED TO EXCLUSION (A):
 - (5) LIABILITY OF THE INSURED FOR DAMAGES BECAUSE OF ANY NEGLIGENT ACT OR OMISSION WHICH OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE, IF INSURANCE WITH RESPECT TO SUCH LIABILITY IS AFFORDED IN WHOLE OR IN PART UNDER ANY OTHER INSURANCE POLICY (OTHER THAN A POLICY ISSUED BY THE COMPANY) OR UNDER A QUALIFIED PLAN OF SELF INSURANCE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.

/ Authorized Agent

Comprehensive General Liability Insurance Coverage Part



01	CLD DOGGACE		•		• • •	
This Coverage Part forms a part of Policy No	CLR P22005E	inguised by	THE !	JACTECOD	INCLIDANCE	COOLIE
This Coverage Part forms a part of Policy No		issued by	INC	TARIFORD	INSURANCE	GROUP
Company designated therein, and takes effect as of the effect	tive date of said policy unless o	therwise sta	ted he	rein		
company condition micromy and takes smoot as of the smoot	are came or care bone, armood o					•

(For use only if this Coverage Part is effective after the effective date of the Policy) policy issued to...... The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows: SCHEDULE The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage ahall be as stated herein, subject to all the terms of this policy having reference thereto. Advance Premiums Limits of Liability Coverages 179,043 R 500 ,000 each occurrence A - Bodily Injury Liability 71,638 E 500,000 aggregate \$ s INCLUDED 200,000 each occurrence \$ Property Damage Liability \$ 500 ,000 aggregate Rating Classifications Advance Premiums Rates Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. Code No. **Premium Bases** B.I. P.D. P.D. B.1. (a) Area (b) Frontage Per 100 Sq. Ft. of Area (a) Premises — Operations (b) Per Linear Foot (c) Per \$100 of Remun. (d) Per \$100 of Receipts (c) Remuneration (d) Receipts (b) Escalators (e) Landings (e) Per Landing (c) Independent Contractors (f) Cost (f) Per \$100 of Cost (g) Per \$1,000 of Receipts d) Completed Operations (g) Receipts (e) Products (h) Sales (h) Per \$1,000 of Sales SEE G2240-3B COMPOSITE RATE **ENDOR SEMENT** 179,043 R INCL 71,638 E INCL

Form Numbers of Endorsements forming part of this Coverage Part at issue:

179,043 R TOTAL ADVANCE PREMIUMS

Authorized Agent

<u>SEE ENDT. G2240-3B-ENDORSEMENT FORM</u> If the Policy Period is more than one year, the Premium is Payable:

n effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

The conditions and provisions printed on pages CGL-2 and CGL-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes

Countersigned by

Comprehensive General Liability Insurance Coverage Part (Continued)

I. COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A - bodily injury or

Coverage B - property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the *Insured* under any contract or agreement except an *incidental contract*; but this exclusion does not apply to a warranty of fitness or quality of the *named insured*'s products or a warranty that work performed by or on behalf of the *named insured* will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith:
- (d) to bodily injury or property damage arising out of and in the course
 of the transportation of mobile equipment by an automobile owned
 or operated by or rented or loaned to any insured;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - liability assumed by the insured under an incidental contract.or
 - (2) expenses for first aid under the Supplementary Payments provision:

- (h) to bodily injury or property damage for which the insured or hindemnitee may be held liable
 - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contibutes to the intoxication of any person.
- but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- to any obligation for which the *Insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:
- to bodlly injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the *Insured* or as which the *insured* is for any purpose exercising physical co trol:

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named Insured of any contract or agreement, or
 - (2) the failure of the named Insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *named insured's products* or work performed by or on behalf of the *named insured* after such products or work have been put to use by any person or organization other than an *Insured*:

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",



THE HARTFORD

Comprehensive General Liability Insurance Coverage Part (Continued)

- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business:
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

- bodity injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

legardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage anising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B — For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

ADDITIONAL INSURED

(Premises Leased to the Named Insured)



Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

		Premi	ums
Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Bodily Injury Liability	Property Damage Liability
230 KV TRANSMISSION LINE FORT RANDALL TO COLUMBUS, NE	NEBRASKA ELECTRIC GENERATION AND TRANSMISSION CORP., INC.	INCL	INCL
230 KV SUBSTATION AT COLUMBUS NE TERMINAL			

33 MILES OF LINES BETWEEN MISSION, SD TO VALENTINE, NE

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by



Host Liability Insurance

Named Insured and Address

This endorsement forms a part of Policy No	
issued by THE HARTFORD INSURANCE GROUP compan	y designated
therein, and takes effect as of the effective date of said	policy unless
another effective date is stated herein.	

Effective date12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE 'MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

It is agreed that exclusion (h) does not apply to liability imposed upon the insured as the result of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages, and provided further that there has been no intentional violation of any statute, regulation, or ordinance committed by or at the direction of the insured.

Nothing herein contained shall be held to vary, waive, alter, extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by....

Form L-4191-0 Printed in U.S.A. (N.S.)

Authorized Agent

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

COMPOSITE RATE GENERAL LIABILITY

IT IS AGREED THAT THE PREMIUM FOR THE INSURANCE AFFORDED BY THE POLICY FOR GENERAL LIABILITY IS PER 100. OF WORKERS COMPENSATION PAYROLL.

THE PREMIUM STATED IN THE DECLARATIONS IS AN ESTIMATED PREMIUM ONLY UPON TERMINATION OF THE POLICY, THE EARNED PREMIUM SHALL BE COMPUTED BY APPLYING THE RATES SHOWN IN THE SCHEDULE BELOW FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY PER 100. OF WORKERS COMPENSATION PAYROLL. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY, IF LESS, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY THE INSURED. THE NAMED INSURED SHALL MAINTAIN RECORDS OF THE INFORMATION NECESSARY FOR PREMIUM COMPUTION ON THE BASIS STATED HEREIN, AND SHALL SEND COPIES OF SUCH RECORDS TO THE COMPANY AT THE END OF THE POLICY TERM.

ESTIMATED PAYROLL

RATE PER 100. OF PAYROLL

ADVANCE PREMIUM

50,879,000

BI .3519 R PD INCL .1408 E 179,043 R 71,638 E

INCLUDES COVERAGE FOR EXPLOSION. COLLAPSE & UNDERGROUND HAZARDS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

ADDITIONAL INSURED (Employees)

Named Insured and Address

Effective date

.12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partner-ship or joint venture, any partner or member thereof.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD

Form L-3022-0 Printed in U. S. A. 7-'66 (IRB: G 106)

Countersigned by Mellery King King King Agent

EXCLUSION - PROPERTY DAMAGE FROM NON-SUPPLY OF FUEL OR EMERGY



Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

- (1) The insurance does not apply to property damage arising out of the failure or inability of the <u>insured</u> to supply <u>fuel</u> or energy to any or all of its customers unless such failure or inability results from sudden and accidental physical injury to or destruction of tangible property of the <u>insured</u> or of any supplier of <u>fuel</u> or energy to the <u>insured</u>.
- (2) As used in this endorsement, "fuel or energy" means coal, oil, gas, gasoline, electricity or any other product or natural resource used as a source of heat, power or energy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authonzed Agent

U-01345

Form GH-76-1



Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: INCIDENTAL MALPRACTICE LIABILITY

IT IS AGREED THAT:

- 1. THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES BY ANY PHYSICIAN, DENTIST OR NURSE WHILE EMPLOYED BY THE NAMED INSURED TO PROVIDE SUCH SERVICES;
- 2. EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE EMOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



Named Insured and Address

This endorsement forms a part of Policy No.....91...CLR...P.22005E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE 'MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

IT IS AGREED THAT THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE ANY EMPLOYEE OF THE NAMED INSURED WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, BUT THE INSURANCE AFFORDED TO SUCH EMPLOYEE DOES NOT APPLY:

- 1. TO BODILY INJURY TO ANOTHER EMPLOYEE OF THE NAMED INSURED ARISING CUT OF OR IN THE COURSE OF HIS EMPLOYMENT, UNLESS THE NAMED INSURED NOTIFIES THE COMPANY IN WRITING, WITHIN 60 DAYS AFTER FIRST NOTICE OF THE CLAIM TO THE NAMED INSURED, OF ITS INTENTION TO PROVIDE COVERAGE FOR SUCH EMPLOYEE;
- 2. TO BODILY INJURY TO THE NAMED INSURED OR, IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF;
- 3. TO PROPERTY DAMAGE TO PROPERTY OWNED, OCCUPIED OR USED BY, RENTED TO, IN THE CARE, CUSTODY OR CONTROL OF, OR OVER WHICH PHYSICAL CONTROL IS BEING EXERCISED FOR ANY PURPOSE BY (A) ANOTHER EMPLOYEE OF THE NAMED INSURED OR (B) THE NAMED INSURED, OR IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF.

GH 148

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by....

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RURAL ELECTRIFICATION COOPERATIVE ENDORSEMENT (TEXAS)



Named Insured and Address

This endorsement forms a part of Policy No.....91 CLR P22005E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

- I. THE INSURER AGREED WITH THE RURAL ELECTRIFICATION ADMINISTRATION THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:
 - A. THE COMPANY AGREES THAT IT WILL NOT USE, EITHER IN THE ADJUSTMENT OF CLAIMS OR IN THE DEFENSE OF SUITS AGAINST THE INSURED, THE IMMUNITY OF THE INSURED FROM TORT LIABILITY, UNLESS REQUESTED BY THE INSURED TO INTERPOSE SUCH DEFENSE.
 - B. THE INSURED AGREES THAT THE WAIVER OF THE DEFENSE OF IMMUNITY SHALL NOT SUBJECT THE COMPANY TO LIABILITY FOR ANY PORTION OF A CLAIM, VERDICT OR JUDGMENT IN EXCESS OF THE LIMIT OF LIABILITY STATED IN THE POLICY.
 - C. THE COMPANY AGREES THAT IF THE INSURED IS RELIEVED OF LIABILITY BECAUSE OF ITS IMMUNITY, EITHER BY INTERPOSITION OF SUCH DEFENSE AT THE REQUEST OF THE INSURED OR BY VOLUNTARY ACTION OF A COURT, THE INSURANCE APPLICABLE TO THE INJURIES ON WHICH SUCH SUIT IS BASED, TO THE EXTENT TO WHICH IT WOULD OTHERWISE HAVE BEEN AVAILABLE TO THE INSURED, SHALL APPLY TO OFFICERS AND EMPLOYEES OF THE INSURED IN THEIR CAPACITY AS SUCH; PROVIDED, THAT ALL DEFENSES, OTHER THAN IMMUNITY FROM TORT LIABILITY, WHICH WOULD BE AVAILABLE TO THE COMPANY BUT FOR SAID IMMUNITY IN SUITS AGAINST THE INSURED OR AGAINST THE COMPANY UNDER THE POLICY, SHALL BE AVAILABLE TO THE COMPANY WITH RESPECT TO SUCH OFFICERS AND EMPLOYEES IN SUITS AGAINST SUCH OFFICERS AND EMPLOYEES OR AGAINST THE COMPANY UNDER THE POLICY.
- II. THE INSURED ALSO AGREES WITH THE RURAL ELECTRIFICATION ADMINISTRATION AS FOLLOWS:

FORM GH-167-0
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

341

Authorized Agent



Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22005E
issued by THE HARTFORD INSURANCE GROUP company designated
therein, and takes effect as of the effective date of said policy unless
another effective date is stated herein.

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- B. CHANGES IN POLICY FORMS OR ENDORSEMENTS AS A RESULT OF APPROVAL OF A REGULATORY AUTHORITY WILL BE SUBMITTED TO THE RURAL ELECTRIFICATION ADMINISTRATION.
- C. THAT IT WILL MAIL TO SAID ADMINISTRATION, AT LEASE TEN DAYS BEFORE THE EFFECTIVE DATE THEREOF, NOTICE OF CANCELLATION OR TERMINATION OF SAID POLICY.
- D. THAT EACH ENDORSEMENT SUBSEQUENTLY ISSUED WILL BECOME A PART OF SAID ORIGINAL POLICY.

GH167
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by....

Authorized Agent

General Liability Amendatory Endorsement — Additional Definition



Named Insured and Address

This endorsement forms a part of Policy issued by THE HARTFORD INSURANCE (therein, and takes effect as of the effective date is stated herein.	GROUP company designated
Effective date	Effective hour is the same

It is agreed that the following definition is added:

as stated in the Declarations of the Policy.

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by William Schneider Authorized Agent

Form L-4128-0 Printed in U.S.A. (ISO: GL 00 19 07 78)



BECHER-CURRY COMPANY 91 0284

THE HARTFORD

AMENDED

icy Number

1 CLR P22005E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

___/-1-8: Endt. No.

2

Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NE 68601

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NON-OWNED WATERCRAFT

IT IS HEREBY UNDERSTOOD AND AGREED THAT EXCLUSION

(E) IS NOT APPLICABLE TO WATERCRAFT UNDER FIFTY-

FEET IN LENGTH.

RB/RW 10-12-83

7-1-84

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, untersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute 1 countersignature of this endorsement.

Countersigned by

Authorized Agent

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE FOCVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NON-OWNED WATERCRAFT

IT IS HEREBY UNDERSTOOD AND AGREED THAT EXCLUSION

(E)-2 IS NOT APPLICABLE TO NON-OWNED PRIVATE

PASSENGER PLEASURE WATERCRAFT UNDER FIFTY FEET

IN LENGTH.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned b

Authorized Agen

HEATING AND POWER COMPANIES

(Products Hazard Interpretation)

Named Insured and Address

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that electricity, gas or steam furnished or supplied by electric light and power, gas, steam heating or power companies or cooperatives shall not be deemed to be "goods or products" subject to the provisions of the policy relating to the products hazard.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



THE HARTFORD

Form L-3064-0 Printed in U. S. A. 7-'66 (NBCU: G 407)

Countersigned by Millam School

U-01256

Authorized Agent

AMENDATORY ENDORSEMENT POLLUTION LIABILITY



This endorsement modifies such insurance as is afforced by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE — PLUS SPECIAL GENERAL LIABILITY INSURANCE SMP LIABILITY INSURANCE

Premium	for	This	Endorsement	S
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TO BE DETERMINED

Part I Separate Limits of Liability Endorsement (Hazardous Waste Facility)

It is agreed that:

- 1. The limits of liability stated in the Hazardous Waste Facility Poliution Liability Endorsement in Part II apply separately to such insurance as is afforded by the policy in connection with the **insured's** obligation to demonstrate financial responsibility at the facilities described therein.
- 2. Such limits of liability apply collectively to all such facilities (and not separately to each) and are in lieu of and not in addition to any other limits of liability stated elsewhere in the policy.
- 3. The "each occurrence" limit applies to all bodily injury and all property damage arising out of a single occurrence.
- 4. The annual "aggregate" limit applies to all damages because of all **bodily injury** and all **property damage** which occurs during the policy period.
- 5. For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of a sudden and accidental discharge, dispersal, release or escape of irritants, contaminants or pollutants, including all bodily injury and property damage arising out of all subsequent exposure of persons or property to such substances, shall be considered as arising out of a single occurrence.
- Part I of this endorsement shall be cancelled automatically by cancellation of the Hazardous Waste Facility Pollution Liability Endorsement in Part II.

Part II Hazardous Waste Facility Pollution Liability Endorsement

٦.	This endorsement certifies that the policy to which the endorsement is attached provides pollut	ion liability insurance cov-
	ering bodily injury and property damage in connection with the insured's obligation to demo	nstrate financial responsi-
	bility under 40 CFR 264.147 or 265.147. The coverage applies at: EPA Identification Number:	NED068676881
	Name: NEBRASKA PUBLIC POWER	NED000809434
	Address: SEE G2240	
	for sudden accidental occurrences. The limits of liability are \$ 500,000	
	"each occurrence" and \$500,000 annual aggregate, exclusive of legal defense costs.	

- 2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of the Paragraph 2 are hereby amended to conform with subsections (a) through (e):
 - (a) Bankruptcy or insolvency of the **insured** shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for applicable payment.

THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS AGREED THAT THE NAMED INDIVIDUALS WILL BE ADDITIONAL INSUREDS ONLY AS RESPECTS THEIR OPERATIONS FOR AND IN BEHALF OF THE NAMED INSURED, AND ONLY WHILE ENGAGED IN THE ACTIVITY OF ARBORATION OR REMOVAL OF SIMILAR OBSTRUCTIONS IN THE CONSTRUCTION AND/OR MAINTENANCE OF POWER EQUIPMENT OF FACILITIES.

FOREMEN

LICENSED ARBORISTS

NON LICENSED TRIMMERS

& APPRENTICES

CLARENCE WILLS TOM SCHLENDER JOHN LUEDTKE

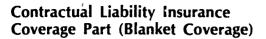
DAVID TRAVER JOE DOWNS DOUGLAS MILLER ROY HERNANIEZ JEFFREY LEE RICHARD BAACK RANDY KEISER D. PAT ADAMS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agen



V



THE HARTFORD

(For use only if this Cover						
This Coverage Part is effective						
The Company, in consideration of the payment of the					<u>.</u>	
The Company, in consideration of the payment of the agrees with the named insured as follows:		and subject to all of	the provisi	ions of the po	olicy not expressly	modified herein,
The insurance afforded is only with respect to such of The limit of the company's liability against each such reference thereto.			are indica l herein, s	ated by spec subject to al	ific premium cl	narge or charges his policy havin
Coverages	T	Advance Premium	8	•	Limits of Liabil	ity
YB — Contractual Bodily Injury Liability	\$	ICLUDED IN		\$ 50	,000 each occ	
ZB — Contractual Property Damage Liability	5			\$ 20	0,000 each occ	urrence
	cc	MPOSITE RATE	S		0,000 aggregat	
	Code	D	R	ates		Premiums
Designation of Contracts	No.	Premium Bases	B. I.	P. D.	В. І.	P. D.
THAT PART OF ALL WRITTEN CONTRACTS OTHER THAN AS DEFINED IN INCIDENTAL CONTRACTS IN THE POLICY IN WHICH THE NAMED INSURED ASSUMES THE LIABILITY OF OTHERS		(a) Cost (b) Sales	(a) Per \$100		INCLUDED IN COMPOSITE RATES	
Form Numbers of Endorsements forming part of this	Coverage	Part at issue:	TOTAL	ADVANCE		
G2240-3B (ORAL CONTRACTS)				REMIUMS	\$	s
If the Policy Period is more than one year, the Premi	lum is Pa	yable:				
On effective date of Policy \$ 1st Anniversa	гу \$	2nd A	nniversar	y \$		
The following exclusions also apply:						
☐ Exclusion (p) — Products and Completed Operation	is 🗌 E	xclusion (q)—x, c &	u			
I. COVERAGE YB—CONTRACTUAL BODILY IN LIABILITY		exercise	the insure		erein the company the choice of arb	
COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY		(2) any sur been ex	t after the	applicable l		any's liability ha
The company will pay on behalf of the insured all sum insured, by reason of contractual liability assumed by him written contract of the type designated in the schedule fo	n under a	ny Exclusions		not apply:	-	

Coverage YB. bodily injury or Coverage ZB. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend

- (a) to liability assumed by the insured under any incidental contract;
- (b) (1) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such insured, including
 - (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (ii) supervisory, inspection or engineering services;
 - (2) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

The conditions and provisions printed on pages KB-2 and KB-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Authorized Agent

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage) (Continued)

- (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or
- (ii) the giving of or the failure to give directions or instructions by the indenunitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (d) to bodily injury or property damage for which the indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance by, or because of the violation of, any states, property damage included within or regulation pertaining to the sale, gift, distribution or (q) to property damage included within use of any alcoholic beverage or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemploy-ment compensation or disability benefits law, or under any similar
- (f) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for hodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to action by the public authority or any other person or organization engaged in the project;
- (g) to properly damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured:

- (j) to property damage to the named insured's products arising out of such products or any part of such products;
- (k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work com-pleted by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (m) As respects any agreement relating to construction operations, to bodily injury or property damage arising out of
 - (1) construction, maintenance or repair of watercraft or loading or unloading thereof, or
 - (2) operations within fifty feet of any railroad property affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing:

- (n) to bodily injury or property damage arising out of the own maintenance, operation, use, loading or unloading of any equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

When stated in the schedule as applicable, the following exclusions also apply to contractual liability assumed by the insured.

This insurance does not apply:

- (p) to bodily injury or property damage included within the completed te. ordinance operations hazard or the products hazard;
 - - (1) the explosion hazard,
 - (2) the collapse hazard, or
 - (3) the underground property damage hazard.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth belower

- (a) if the named insured is designated in the declarations as an individual; the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a path or joint venture, the partnership or joint venture so designand any partner or member thereof but only with respect liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to bodily injury or properly damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage YB - The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage ZB — The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to 'each occurrence'

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property & to which this coverage applies shall not exceed the limit of p. damage liability stated in the schedule as "aggregate". Such aggnlimit of liability applies separately with respect to each project as from premises owned by or rented to the named insured.

Coverages YB and ZB — For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage) (Continued)

ADDITIONAL DEFINITIONS

hen used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

VI. ADDITIONAL CONDITIONS

Arbitration

The company shall be entitled to exercise all of the insured's rights in

the choice of arbitrators and in the conduct of any arbitration proceeding.

Premium

When used as a premium basis:

- 1. the word "cost" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusion (m) applies.
- 2. the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.



THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

CONTRACTUAL LIABILITY INSURANCE

IT IS HEREBY UNDERSTOOD AND AGREED THAT ORAL CONTRACTS ARE INCLUDED UNDER FORM L-3523-0 PROVIDED THEY ARE REDUCED TO WRITING WITHIN NINETY (90) DAYS.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by,

Authorized Agen



PERSONAL INJURY LIABILITY INSURANCE **COVERAGE PART**

This Coverage Part forms a part of Policy No	R P22005E iss	ued by THE H wise stated here	ARTFORD INSURANCE GROUP
(For use only if this Coverage Part is This Coverage Part is effective	(at the hour stated in t	he policy) and f	orms a part of the above designated
The Company, in consideration of the payment of the premium a agrees with the named insured as follows:	nd subject to all of the p	rovisions of the	policy not expressly modified herein,
SCF	IEDULE		
The insurance afforded is only with respect to personal injury ar offenses as are indicated by specific premium charge or charges.		included with	in such of the following groups of
Coverage			Limits of Liability
PI—Personal Injury Liability		\$ 500	,000 aggregate
		Insured's pa	rticipation NONE %
Groups of Offenses			Advance Premium
A. False Arrest, Detention or Imprisonment, or Malicious Pros	ecution		s INCLUDED IN
B. Libel, Slander, Defamation or Violation of Right of Privacy	\$ COMPOSITE		
C. Wrongful Entry or Eviction or Other Invasion of Right of Pr	ivate Occupancy		s RATE
Minimum Premium \$	Total Advan	ce Premium	\$
Location and Description of Exposure	Premium Bases	Rates	Premium
EXCLUSION C DELETED			
	_		
• • •			
		,	
·			
Form Numbers of Endorsements forming part of this Coverage Part at iss			
G2240-3B DISCRIMINATION, G2240-3B PERS INJ			
If the Policy Period is more than one year, the Premium is Pays	able:		
On effective date of Policy \$ 1st Anniversary The conditions and provisions printed on page Pl-2 of this form are he	2nd Anni		

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof; countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

(continued)

I. COVERAGE PI - PERSONAL INJURY LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as *damages* because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (e) to personal injury arising out of any publication or utterance described in Group B concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof;
- (f) to personal injury arising out of any publication or utterance described in Group B made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY- INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

PERSONAL INJURY COVERAGE PART

DISCRIMINATION

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE DELETION OF EXCLUSION "C" DOES NOT AMEND ANY EXCLUSION APPLICABLE TO GROUP D DISCRIMINATION COVERAGES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

PERSONAL INJURY LIABILITY INSURANCE

IT IS AGREED THAT:

1. THE INSURANCE FOR <u>PERSONAL INJURY</u> LIABILITY IS AMENDED TO INCLUDE THE FOLLOWING GROUP OF OFFENSES:

GROUP D- DISCRIMINATION BY REASON OF AGE, SEX, RELIGION OR NATIONAL OR RACIAL ORIGIN NOT COMMITTED BY OR AT THE DIRECTION OF THE INSURED OR ANY EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, PARTNER OR MEMBER OF THE INSURED, BUT ONLY WITH RESPECT TO INJURY TO THE FEELINGS OR REPUTATION OF A NATURAL PERSON ARISING OUT OF SUCH DISCRIMINATION.

- 2. THE INSURANCE FOR DISCRIMINATION DOES NOT APPLY:
 - (A) TO <u>PERSONAL INJURY</u> SUSTAINED IN THE STATES OF NEW YORK OR OHIO, OR IN ANY OTHER STATE OF JURISDICTION WHERE INSURANCE FOR SUCH INJURY IS CONTRARY TO LAW OR PUBLIC POLICY;
 - (B) TO FINES OR PENALTIES;
 - (C) TO AMOUNTS CLAIMED OR AWARDED (WHETHER AS DAMAGES OR OTHERWISE) FOR WAGES, SALARIES OR OTHER FINANCIAL BENEFITS OR ADVANTAGES THAT THE INJURED PERSON WOULD HAVE RECEIVED, BUT FOR THE DISCRIMINATION, AS AN EMPLOYEE OR PROSPECTIVE EMPLOYEE OR ANY INSURED.
 - (D) TO CLASS ACTIONS OR TO ANY INDIVIDUAL CLAIM FOR DAMAGES WHICH IS INCLUDED WITHIN OR IS A PART OF ANY CLASS ACTION;
 - (E) TO <u>PERSONAL INJURY</u> SUSTAINED BY ANY PERSON AS A RESULT OF AN OFFENSE DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE <u>NAMED INSURED</u>.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

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The Control of

cy Number CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH ST COLUMBUS, NE 68601

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

IN CONSIDERATION OF A FLAT CHARGE OF \$ 500 (E) TO BE COLLECTED AT AUDIT, IT IS AGREED THAT AS RESPECTS SURVEYING FOR THE ROUTE OF THE MANDAN LINE, THE PERSONS OR ORGANIZATIONS NAMED BELOW ARE INCLUDED AS ADDITIONAL INSUREDS, BUT ONLY AS RESPECTS THE "UNDERGROUND PROPERTY DAMAGE HAZARD" TO PUBLIC UTILITY LINES NOT OWNED, LEASED, RENTED OR USED BY ANY INSURED COVERED BY THIS POLICY.

NAMES OF PERSONS OR ORGANIZATIONS

CLARK ENGINEERING CO 310 SOUTH LINCOLN ABERDEEN, SD 57401

THE SCHEMMER ASSOC INC PO BOX 216 IROQUOIS, SD 57353

THE SCHEMMER ASSOC INC 10830 OLD MILL RD OMAHA, NE 68154

GERALD F FLANNERY P E -LS JOHN ROUNDS DBA JOHN ROUNDS DIGGING IROGUOIS, SD 57353

GERALD FLANNERY
P E -LS
RT 2, BOX 6 A
ELK POINT, SD 57025

HOFSOMMER EXCAVATING INC KENT HOFSOMMER OAKES, ND 58474

VERNON L JOHNSON LUVERNE, ND 58056



y Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

12 12 83 Endt. No. Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH ST

COLUMBUS, NE 68601

See Amended Endersent preceding page updated listing

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

IN CONSIDERATION OF A FLAT CHARGE OF \$ 500. (E) TO BE COLLECTED AT AUDIT, IT IS AGREED THAT AS RESPECTS SURVEYING FOR THE ROUTE OF THE MANDAN LINE, THE PERSONS OR ORGANIZATIONS NAMED BELOW ARE INCLUDED AS ADDITIONAL INSUREDS, BUT ONLY AS RESPECTS THE "UNDERGROUND PROPERTY DAMAGE HAZARD" TO PUBLIC UTILITY LINES NOT OWNED, LEASED, RENTED OR USED BY ANY INSURED COVERED BY THIS POLICY.



NAMES OF PERSONS OR ORGANIZATIONS

CLARK ENGINEERING CO 310 SOUTH LINCOLN ABERDEEN, SD 57401

THE SCHEMMER ASSOC INC P O BOX 216 IROQUOIS, SD 57353

THE SCHEMMER ASSOC INC 10830 OLD MILL RD OMAHA, NE 68154

CEDALD E EL WINIEDA

JOHN ROUNDS DBA JOHN ROUNDS DIGGING IROQUOIS, SD 57353

GERALD F FLANNERY
P E -L S
ROUTE #2, BOX 6A
ELK POINT, SD 57025

HOFSOMMER EXCAVATING INC KENT HOFSOMMER OAKES, ND 58474



THE HARTFORD

Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH ST COLUMBUS, NE 68601

'icy Number

1 CLR P22005E endorsement forms a part of the policy as numbered ve, issued by THE HARTFORD INSURANCE GROUP any designated therein, and takes effect as of the Stive date of said policy unless another effective date

is stated herein

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

07 01 83 Endt. No.

AUTO LIABILITY COMPOSITE RATE END'T

NUMBER OF POWER UNITS

RATE PER UNIT

PREMIUM

633

42.49 R

26,896 R

.21.01 E

13,299 E

WHEN USED IN A PREMIUM BASIS, PER UNIT MEANS ANY POWER AUTO YOU OWN OR LONG TERM LEASE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, ntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

/MP 09 06 83

Countersigned by

Authorized Agent



THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

AUTO LIABILITY COMPOSITE RATE END.

NUMBER OF POWER UNITS	RATE PER UNIT	PREMIUM		
633	42.49 R	26,896 R		
	21.01 E	13,299 E		

WHEN USED IN A PREMIUM BASIS, PER UNIT MEANS ANY AUTO YOU OWN OR LONG TERM LEASE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



Business Auto Coverage Part

issued to f	form a pai	rt of Policy I	No. <u>91</u>	CLR	P22005E	to be effective _		at	the hour	stated in the	e policy.	The Stock	Insurance
Company p	providing t	this insurance	e is shown o	n the D	eclarations Pag	ge of such policy	as the "Insurer.	.''			•		

This Coverage Part is not binding unless countersigned by a duly authorized agent of ours; but if it takes effect as of the effective date of the policy of which this Coverage Part forms a part then countersignature on the Declarations Page of that policy by a duly authorized agent of ours is valid countersignature of this Coverage Part.

All of the provisions, conditions and other terms of this BUSINESS AUTO COVERAGE PART shall apply only as specified herein and none of the provisions, conditions and other terms of the policy of which this BUSINESS AUTO COVERAGE PART forms a part shall apply to insurance hereunder unless otherwise stated herein. Hereafter, any use of the word "policy" in this BUSINESS AUTO COVERAGE PART (or any endorsement forming a part of, changing or applicable to this BUSINESS AUTO COVERAGE PART."

DECLARATIONS — BUSINESS AUTO COVERAGE PART

ITEM ONE - NAMED INSURED AND ADDRESS

This BUSINESS AUTO COVERAGE PART is completed by:

(a) this Declarations Form C-2013,

Form C-2014,

Form C-2015,

Form C-2016,

- (b) its provisions and conditions printed in Form CA00010180
- (c) any Endorsements issued to form a part of it.

Form Numbers of Endorsement forming part of this BUSINESS AUTO COVERAGE PART on the above effective date: SEE G2240-3B ENDORSEMENT

Countersigned by .

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Form C-2013-0 Printed in U.S.A. (NS)

Form C-2014

DECLARATIONS — BUSINESS AUTO POLICY (Continued) ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS

THE HARTFORD

Policy No.	91	CLR	P22005E	

) () (

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (Absence of a limit entry means that the limit entry shown, if any, in item four applies instead)	ESTIMATED PREMIUM
AA = LIABILITY INSURANCE	1	\$ 500 ,000 each accident	26,896 R \$ 13,299 E
AB = LIABILITY INSURANCE		\$,000 Bodily Injury each person \$,000 Bodily Injury each accident \$,000 Property Damage each accident	s
AC = PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury Protection Endorsement minus deductible	s
AD = ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement	s
AE = PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement minus deductible for each accident	s
AF = AUTO MEDICAL PAYMENTS INSURANCE		\$ for Bodily Injury for each Insured	s
AG = UNINSURED MOTORISTS INSURANCE	2	s 30 .000 each accident	s INCL
AH = UNINSURED MOTORISTS INSURANCE		Separately stated in the Split Uninsured Motorists Limits Endorsement	s
PHYSICAL DAMAGE INSURANCE			
AJ = COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in Item four as "Dollar Limit", whichever is smallest, minus any Deductible shown in Item four for each covered auto for all loss except fire or lightning	s
AK = SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest, minus \$25 Deductible for each covered auto for loss covered by mischief or vandalism	s
AL = FIRE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	s
AM = FIRE AND THEFT COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item tour as "Dollar Limit", whichever is smallest	s
AO = FIRE, THEFT AND WINDSTORM COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	s
AP = LIMITED SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	s
AR = COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest, minus any Deductible shown in item four for each covered auto	s
AT = TOWING AND LABOR (Not available in California)		\$25 for each disablement of a private passenger auto	s
		Endorsement Premium (Not included in above Coverage premiums)	\$
•		ESTIMATED TOTAL PREMIUM	26,896 F s 13,299 E

The estimated total premium for this policy is based on the exposures **you** told **us you** would have when this policy began.

We will compute **your** final premium due when **we** determine **your** actual exposures. The estimated total premium will be credited against the final premium due and **you** will be billed for the balance, if any. If the estimated total premium exceeds the final premium due **you** will get a refund. To determine **your** final premium due **we** may examine **your** records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on **our** rates or premiums in effect at the beginning of each year of the policy.

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FORM C-2015 DECLARATIONS — BUSINESS AUTO POLICY (Continued)



\sim^2 ITEM THREE — DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL		DESCRIPTION
1	=	ANY AUTO.
2	=	OWNED AUTOS ONLY. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3	=	OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4	=	OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
5	=	OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own for which you are required to have No-Fault Benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided you are required to have No-Fault Benefits in the state where they are licensed or principally garaged.
6	=	OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own for which, because of the law in the state where they are licensed or principally garaged you are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR for which a premium charge is shown (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
8	=	HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease; hire, rent or borrow from any of your employees or members of their households.
9	. =	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.

Form C-2016 DECLARATIONS— BUSINESS AUTO POLICY (Continued)



Policy No. 91 CLR P22005E

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ITEM	FOUR	SCHEDULE	0F	COVERED	AUTOS	YOU	OWN

overed uto	Description — Year, Model, Trade Name, Body Type City or Town and State where the covered auto will be principally garaged								Original Cost New (Chassis 4 Body Including Special		
0.	Territory		Classificat	IIUII IGCW	f or Vehicle		Radius of Operation L=Local, I = Intermediate, LD = Long Distance Use S = Service, R = Retail, C = Commercial, Other (Describe)				
	Code	Code	Code	Seati	ng Capacity	Use S = Service,	R = Retail, C	= Commercial,	Other (Describe)	}	
1	Garaged:									<u> </u>	
						Radius of Opera	stion:	· · · · · · · · · · · · · · · · · · ·		_	
			L			Use:		 	 	 	
•	Garaged:								•		
2		T				Radius of Operation:					
		.L				Use:				<u></u>	
			i its — Absence Declarations Lin			means that the	limit entry sh	own in the c	orresponding		
	11218 140	O OI LIIC I	1	Auto Med Pay	Unincured	Physical Damage	(Nen-Collision)	Calling		<u> </u>	
overed		remium Cov.	Added PIP Promium	Limit for each	Limit each Accident	Coverage *	(1000 0000)	Cov. AR		Towing and Labor	
uto	"	AB LJ	Cov. AD	Insured Cev. AF	Cov. AG	Deductible	Dellar Limit	Deductible	Oellar Limit	Premium	
lo.		remium r. AC	PPI Premium Cev. AE	Auto Med Pay Promium Cov. AF	Uninsured Motoris Premium Cev. AG AH	Premium	Rate	Premium	Rate	Gev. AT	
	1					Ceverage			· ·		
1	\$		\$	\$	\$	\$	\$	\$	\$	1	
•	\$		\$	\$	 \$	\$	 \$	\$	i s	\$	
						Coverage					
2	\$		\$	\$	\$	\$	\$	\$	i\$		
·	\$		\$	\$	\$	\$	 \$	\$	ļ s	 	
Indicate appli	cable PHY	SICAL DA	MAGE (Non-Col	lision) Covera	ge for each Cove	red Auto.					
oss Payees (-	ed Auto No.) —	- Except for To	owing, all physic	al damage loss is	s payable to yo	u and the lo	ss payee named be	low as interest r	
```			ne and Address			Covered Auto Ne(s) Loss Payer	Name and	Address		
TEM FIVE	— SCH	LEDULE	OF HIRED A	UTOS (Cov	erages and F	remiums)					
			·····	(55)							
LIABILITY INS you borrow or passengers.	SURANCE r rent from	— RATINO m you r em	G BASIS IS CO: ployees or thei	ST OF HIRE. C	ost of hire mean pers). Cost of his	s the total amour re does not inclu	nt you incur for de charges for	the hire of a services per	utas yau don't owr formed by motor c	n (not including a arriers of proper	
IEADQUARTER STATE				RATE PER EACH \$100 COST OF HIRE			ESTIMATED PREMIUM				
NE		6619) \$ IF	ANY		\$ INCL	IN COMPO	SITE.	\$ INCL		
			\$			\$ R	ATE		\$		
			OR NON-OW autos owned I			s of their house	holds but only	while used i	n you r business or	your personal a	
LIABILITY IN			DE EMPLOYEES	-							
- RATING B											
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BUSINESS AUTO POLICY

CA 00 01 (Ed. 01 80)

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
 - Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
 - 2. Vehicles designed for use principally off public roads
 - Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
 - 4. Vehicles not required to be licensed.
 - Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.
- "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer.

PART II — WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO of the declarations shows the autos that are covered autos for each of your coverages. The numerical symbols explained in ITEM THREE of the declarations describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
 - If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
 - But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered **autos** for liability insurance:

- Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- Mobile equipment while being carried or towed by a covered auto.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover **accidents** or **losses** which occur during the policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered **auto** is being transported between any of these places.

PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

- We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

- Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
- Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the insured or in the insured's care, custody or control
- 7. Bodily injury or property damage resulting from the handling of property:

- Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
- Bodily injury or property damage resulting from the movement of property by a mechanica! device (other than a hand truck) not attached to the covered auto.
- Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
 - a. The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
 - b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
 - c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 3. Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY.

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the declarations.
- All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- 1. While a covered auto is away from the state where it is licensed we will:
 - Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
 - b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
- 2. We will not pay anyone more than once for the same elements of loss because of these extensions.

Page 2 of 5

PART V - PHYSICAL DAMAGE INSURANCE

A. WE WILL PAY.

- We will pay for loss to a covered auto or its equipment under:
 - a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
 - b. Specified Perils Coverage. Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood:
 - (5) Mischief or vandalism;
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.
 - Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- Loss caused by declared or undeclared war or insurrection or any of their consequences.
- Loss caused by the explosion of a nuclear weapon or its consequences.

- 5. Loss caused by radioactive contamination.
- Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D HOW WE WILL PAY FOR LOSSES — THE MOST WE WILL PAY.

- 1. At our option we may:
 - Pay for, repair or replace damaged or stolen property; or
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- 2. The most we will pay for loss is the smaller of the following amounts:
 - a. The actual cash value of the damaged or stolen property at the time of loss.
 - The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VI — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and

where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.

- · 2. Additionally, you and other involved insureds must:
 - a. Cooperate with us in the investigation, settle-

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ment or defense of any claim or suit. No **insured** shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

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- Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- Submit at our expense and as often as we require to physical examinations by physicians we select.
- Authorize us to obtain medical reports and other pertinent medical information.
- Additionally, to recover for loss to a covered auto or its equipment you must do the following:
 - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
 - c. Submit a proof of loss when required by us.
 - d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE.

- For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
 - a. Is excess while it is connected to a motor vehicle you don't own.
 - Is primary while it is connected to a covered auto you own.
- When two or more policies cover on the same basis, either excess or primary, we will pay only our share.
 Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

- You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of

- mailing of any notice will be sufficient proof of notice.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

 If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall

state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.



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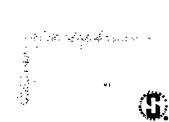
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — CANCELLATION

CANCELLING THIS POLICY DURING THE POLICY PERIOD applies except as follows:

- A. If we cancel the policy we will mail you notice by certified mail. We will not deliver any notice.
- B. If we cancel when the policy is in effect more than 60 days or for a reason other than nonpayment of premium we will mail you 30 days notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

The section is the

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
 - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - For which an insuring or bonding company denies coverage or is or becomes insolvent, or
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

 Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER — EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
 - Any amount payable under this insurance shall be reduced by:
 - All sums paid or payable under any workers' compensation, disability benefits or similar law, and
 - All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
 - Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

- b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

 If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

- A. The policy does not apply:
 - Under any Liability Coverage, to bodily injury or property damage
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - 3. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories

or possessions or Canada, this exclusion c applies only to property damage to such nuclear facility and any property thereat.

B. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 1 or 2 thereof;

"nuclear facility" means

- 1. any nuclear reactor,
- any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium,
 (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- 3. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

"property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Changes in Policy Temporary Substitute Autos; Autos Owned by Partners; Who is Insured



- A. "PART II WHICH AUTOS ARE COVERED AUTOS" is changed by adding the following:
 - D. TEMPORARY SUBSTITUTE AUTOS

Any auto you do not own while used as a temporary substitute for an auto you do own is a covered auto for the same LIABILITY INSURANCE and UNINSURED MOTORISTS INSURANCE as is provided by the policy for the auto you do own, but only if that owned auto is out of normal use because of its breakdown, repair, servicing, loss or destruction.

E. AUTOS OWNED BY PARTNERS

If you are a partnership, no auto owned by any of your partners or members of their households is a covered auto for the LIABILITY INSURANCE unless the policy is endorsed to cover that auto as a covered auto and the proper premium is charged.

- B. If your policy is a Garage Policy the following additional changes are made:
 - (1) "WHO IS AN INSURED" of "PART IV LIABILITY INSURANCE" is changed as follows:

The following is added after section b. of part 2, "For Garage Operations Other Than Covered Autos":

- c. Any partner of yours is an insured but only to the extent of his or her liability as your partner.
- (2) "WHO IS AN INSURED" of "PART V GARAGEKEEPERS INSURANCE" is changed by adding the following after section 2:
 - 3. Any partner of yours is an insured but only to the extent of his or her liability as your partner.



THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

INCLUSION OF FELLOW EMPLOYEE COVERAGE.

IN CONSIDERATION OF PREMIUM CHARGED IT IS HEREBY AGREED THE FOLLOWING AMENDMENTS ARE APPLICABLE:

AUTO CA0001 PART III PARAGRAPH C IS AMENDED TO DELETE THE FOLLOWING:

4. BODILY INJURY TO ANY FELLOW EMPLOYEE OF THE INSURED ARISING OUT OF OR IN THE COURSE OF HIS OR HER EMPLOYMENT.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



Policy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY

AMENDMENT OF CANCELLATION CONDITION

IT IS AGREED THAT UNDER CONDITION 11 OF THE POLICY PROVISIONS, THE SECOND SENTENCE IS AMENDED TO READ AS FOLLOWS:

THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN ITEM 1 OF THE DECLARATIONS, WRITTEN NOTICE STATING WHEN NOT LESS THAN NINETY (9.0) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE, HOWEVER, IN THE EVENT OF NON-PAYMENT OF PREMIUM, WRITTEN NOTICE STATING NOT LESS THAN 10 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned I

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



THE HARTFORD

Named Insured and Address

Policy Number

91 CLR P22005E

Form G-2240-3 B Printed in U.S.A.

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS HEREBY AGREED AND UNDERSTOOD THAT FOLLOWING ARE ADDED AS ADDITIONAL INSURED.

<u>CITICORP INDUSTRIAL CREDIT, INC.</u> BUT ONLY IN REGARD TO EQUIPMENT LEASE AGREEMENTS WITH NEBRASKA PUBLIC POWER.

MONTGOMERY ELEVATOR COMPANY, AS RESPECTS THE ELEVATOR MAINTENANCE AGREEMENT.

JUNIOR OLDTIMERS CLUB OF NORTH PLATTE, NEBRASKA, AS RESPECTS THE INSTALLATION AND THE MAINTAINENCE OF THE LIGHTS ON THE DAM LOCATED ON LAKE MAHONEY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.

ersigned by ... | ///// Linny / / // Authorized Agent



THE HARTFORD

Named Insured and Address

³olicy Number

91 CLR P22005E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

SCHEDULE OF LOCATIONS END L4492-0

EPA # NED 068676881 SHELDON POWER STATION HALLAM, NE

EPA # NED 000809434 YORK OPERATION CENTER YORK, NE

Nothing herein contained shall be held to vary, waive. alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, ountersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent.

Form G-2240-3 B Printed in U.S.A.



Definition of Symbols "R" and "E"

THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No......issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date Effective hour is the same as stated in the Declarations of the Policy.

It is agreed that,

- a. the symbol "R" designates the rates and premiums for that insurance which is subject to Retrospective Rating Plan D, as specified in Paragraph 3, Table 1 of the Retrospective Premium Endorsement Plan D, and
- b. the symbol "E" designates the rates and premiums for that insurance which is not subject to Retrospective Rating Plan D, as specified in Paragraph 3, Table 1 of the Retrospective Premium Endorsement Plan D.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....

Authorized Agent

Form L-3859-0 Printed in U.S.A. (NS)



Premium Installment

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22005E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein.

> Effective date 07-01-83 12:01 A. M., standard time at the address of the named insured as stated herein. ORIGINAL 290,876 ORIGINAL

It is hereby understood and agreed that the. "return") (Insert "original" or "additional" or

TWELVE installments as outlined in "Schedule of Payments."

....remium of \$400.76,394....

will <u>BE PAYABLE IN</u> (Insert "be payable in" or "reduce the")

		Todace the 7	SCHEDULE	OF PAYMENTS	
NO.	DUE DATE	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE	TOTAL
		LOC 76,394			LOC 76,394
	07-01-83	25,754	3,345		29,099
_2	08-01-83	13,503	3,350		16,853
_3	09-01-83	13,503	3,350		16,853
_4	10-01-83	13,503	3,350		16,853
5	11-01-83	13,503	3,350		16,853
_6	12-01-83	13,503	3,350		16,853
_7	01-01-84	13,503	3,350		16,853
8	02-01-84	13,503	3,350		16,853
9	03-01-84	13,503	3,350		16,853
10	04-01-84	13,503	3,350		16,853
_11	05-01-84	13,503	3,350		16,853
_12	06-01-84	13,503	3,350		16,853
тот	ALS	250,681	40,195		290,876

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Authorized Agent

U-01290

- (e) Comprehensive General Liability Insurance or Completed Operacions and Products Liability Insurance, "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;
 - Contractual Liability Insurance, "cost" means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (g) Garage Insurance, "remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of \$100, and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum with respect to Dealer Risks (Hazard 1) or \$5,200 per annum with respect to Non-Dealer Risks (Hazard 2)
 - "Class A" means all clerical office employees
 - "Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile

owned by the named insured; and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees;

- (h) Comprehensive Automobile Liability Insurance,
 - (1) "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hirel automobile rates, provided the owner of such hirel automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
 - (2) "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
 - (3) "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.

NUCLEAR ENERGY LIABILITY EXCLUSION

This exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

(E.,.)

- I. The policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property dumage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear

facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this exclusion:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or hyproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear nuterial if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such

times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The *insured* agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Insured's Duties in the Event of Occurrence, Claim or Suit
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity of suits and enforcing any right of contribution or indeminity against any person or organization who may be liable to the *insured* because of injury or damage with respect to which insurance is afforded under this policy; and the *insured* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The *insured* shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the *insured* to determine the *insured*'s liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations here6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or con-tingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion? of the loss than that stated in the applicable contribution provision

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount

of the loss is paid.
(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible in-

surance against such loss.

- 7. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the *insured's* rights of recovery therefor against any person or organization and the *insured* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.
- Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the
- 9. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, at the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, but only until the appointment and qualification of the legal representative.
- Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

Michall Will U-01792

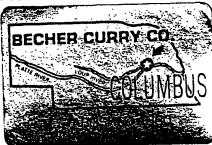
D. P. C. Chones DeRoy C. Thomas, President

PRIVILEGED & CONFIDENTIAL CASUALTY INSURANCE POLICY

GENERAL POLICY PROVISIONS

Form 8117





The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the Insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE

Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon:
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy,
- and the cost of bail bonds required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, back-filling, welling, pile driving, cofferdam work or caisson work or (2) zing, shoring, underpinning, raising or demolition of any building structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and properly damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed,
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

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The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations":

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the

named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or properly damage neither expected nor intended from the standpoint of the insured:

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis for:

- (a) Comprehensive General Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance, "admissions" means the total number of persons, other than employees of the named insured, admitted to the event covered by the insurance or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (b) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Owners' and Contractors' Protective Liability Insurance, "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (c) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance or Completed Operations and Products Liability Insurance, "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (d) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance which includes coverage for structural alterations, new construction and demolition oper tions, "remuneration" means the entire remuneration earn during the policy period by proprietors and by all employees the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company:

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	Hartford	Fire Insurance Company
3 5	Hartford	Accident and Indomnity Company

4	THE HARTFORD	Martford Fire Insurance Co Hartford Accident and Ind Hartf	ompany lemnity Company ord Plaza, Hartford,	3 🗷 Twi	n City Fire Insura cut 06115		
	ECLARATIONS	INSURER Co. Code 5 Previous Policy No.		PUBLIC	CLR P22007E POWER DIST	RICT	
Th	Named Insured and Mail Address (No., Stre e Named Insured is: Individual I Joint Venture	Partnership XX Corporation (Other)		NE 6	8601		
2.	Producer's Name and Address	Producer's Code	7-1-84 12:01 A.M., standar herein.	To rd time at 1	7-1-85 the address of the i	named i	insured as stated
	BECHER-CURRY COMPANY	91 0284	Audit Period: Annua	al, unless	otherwise stated.	$\bar{\underline{c}}$	Quarterly
L				_	,		

The advance premium for this policy is as stated below. Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUMMARY OF A	ADVANCE PREMIUMS		T
COVERAGE PARTS			ADVANCE PREMIUM
Comprehensive General Liability Insurance			171,323 R \$ 88653 E
Premises Medical Payments Insurance			s
Contractual Liability Insurance			\$ INCL
mpleted Operations and Products Liability Insur	rance		\$
Owners' and Contractors' Protective Liability Insur	ance		\$ INCL
Storekeepers' Insurance			\$
Personal Injury Liability Insurance			\$ INCL
Comprehensive — Plus General Liability Insurance	·		\$
			\$.
			\$
			\$
Business Auto			31,252 R \$ 13,269 E
Truckers			\$
Garage			\$
Form Numbers of Coverage Parts and endorsements not listed Policy at Issue:	on Coverage Parts forming part of	TOTAL ADVANCE	202575 R
L2853-2 L3503-1 G2240-3B L3525-0 C2013-		PREMIUM	\$ 101,922 E
f Policy Period more than one year: Gross Premium \$	Discount \$		remium \$
Premium is payable: On effective date of Policy \$	1at Anniversary \$	2nd Anni	versary \$
Business of the named insured is	ELECTRICAL UTILITY	4.0	
	20	// / 06	7-1-87

N_{K/SF} 6-28-84

Countersigned by Mulliam Countersigned by Mulliam Authorized Agent

Comprehensive General Liability Insurance



Coverage Part					<i>~</i>		E HAKIFOKD
's Coverage Part forms a part of Policy No91	. CLR P220 he effective dat	07E te of said policy unio	iss ess other	sued wise	by THE H stated her	IARTFORD INS ein.	URANCE GROUP
(For use only if this Coverage Part is effective after	r the effective of	date of the Policy)					
This Coverage Part is effective		.(at the hour stated	in the po	licy)	and forms	a part of the a	bove designated
policy issued to					•••••		
The Company, in consideration of the payment of the with the named insured as follows:	premium and su	bject to all of the pro	ovisions o	f the	policy not	expressly modif	fied herein, agrees
SCHEDULE			٠.				; •
The insurance afforded is only with respect to suc The limit of the company's liability against each a reference thereto.	ch of the follow such coverage	ving coverages as shall be as stated	are Indic herein,	ated subj	by specification by specification in the specificat	fic premium ch the terms of the	arge or charges. nis policy having
Coverages	Advance P	remiums		Um	its of Liab	ļlity	
A — Bodliy Injury Liability		323 R 653 E	·	\$	500	,000 each oc	currence
				\$	500	,000 aggrega	
B — Property Damage Liability	\$ INC	LUDED	-	<u>\$</u>	200 500	,000 each oc	
Rating Classifications Entries herein, except as specifically provided e	Se-Code No.	Premium Bases	Rates	<u></u>		Advance Pren	
where in this policy, do not modify any of the or provisions of this policy.	ner odd ito	Tromium Dases	B.I.		P.D.	B.I.	P.D.
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(b) Per	Linea	Sq.Ft. of Area of Remun. of Receipts		
(b) Escalators		(e) Landings	(e) Per	Land	ing	1	
(c) Independent Contractors		(f) Cost	(f) Per \$	100	of Cost	1	
Completed Operations		(g) Receipts	(g) Per \$	1,00	0 of Receipts		1
Products		(h) Sales	(h) Per	\$1,0	00 of Sales	1	
SEE G2240-3B COMPOSITE RATE ENDORSEMENT						171,323 88,653	•
Form Numbers of Endorsements forming part of t SEE ENDT. G2240-3B-ENDORSEMENT	_	Part at Issue:	TOTA	AL A	ADVANCE REMIUMS	171,323 \$ 88,653	
If the Policy Period is more than one year, the Pr	emium is Paya					<u> </u>	<u></u>
** ** ** ** ** ** ** ** ** ** ** ** **	niversary \$		nniversa		and made	a part hereof	- -

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Comprehensive General Liability Insurance Coverage Part (Continued)

I. COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A - bodily injury or

Coverage B - property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily Injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodity injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith:
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

- (f) to bodily injury or property damage ansing out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;

- (h) to bodlly injury or property damage for which the insured indemnitee may be held liable
 - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contibutes to the intoxication of any person:

but part (ii) of this exclusion does not apply with respect to liability of the *insured* or his indemnitee as an owner or lessor described in (2) above:

- (i) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the *insured* or as which the *insured* is for any purpose exercising physical trol:

but parts (2) and (3) of this exclusion do not apply with respectiability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

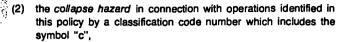
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- to property damage to the named insured's products arising out of such products or any part of such products;
- to property damage to work performed by or on behalf of the named insured ansing out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known suspected defect or deficiency therein;
- (q) to property damage included within:
 - the explosion hazard in connection with operations identified this policy by a classification code number which includes the symbol "x".



THE HARTFORD

Comprehensive General Liability Insurance Coverage Part (Continued)



(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business:
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

any person (other than an employee of the named insured) or corganization while acting as real estate manager for the named insured; and

- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- bodity injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

ardless of the number of (1) insureds under this policy, (2) persons organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B — For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

U-01298

Named Insured and Address

licy Number

CLR P22007E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

ENDORSEMENT FORMS

ENDORSEMENTS FORMING A PART OF COM GEN LIAB L3503-1

G2240-3B COMPOSITE RATE ENDT - GENERAL LIAB

L3025-0 ADDITIONAL INS

L4191-0 HOST LIQUOR

G2240-3B INCIDENTAL MALPRACTICE

L3022-0 ADDITIONAL INS EMPLOYEES

G2240-3B EXCLUSION PROPERTY DAMAGE FROM NON SUPPLY OF FUEL OR ENERGY GH76-1

G2240-3B NON-OWNED WATERCRAFT

G2240-3B FELLOW EMPLOYEE EXCLUSION GH148

G2240-3B (2) RURAL ELECTRIFICATION GH167

L4128-0 GENERAL LIABILITY AMENDATORY-ADDITIONAL DEFINITION

G2240-3B ADDITIONAL INS ARBORATION

L3064 HEATING & POWER CO

L4492-0 AMENDATORY ENDORSEMENT POLLUTION LIABILITY

*2240-3B SCHEDULE OF LOCATIONS

523-0 CONTRACTUAL LIABILITY INSURANCE

ENDORSEMENTS FORMING A PART OF AUTO LIAB COV PART C2013-0

CA0221(01-78)

CA2X17(01-78)

CA9921(01-78)

C3023-0

G2240-3B COMPOSITE RATE ENDT AUTO

G2240-3B INCLUSION OF FELLOW EMPLOYEES

ENDORSEMENTS FORMING PART OF GL & AUTO

G2240-3B AMENDMENT OF CLAIMS PROVISIONS

L3859-0 DEFINITION OF R & E

AL57-0 INSTALLMENTS

G2240-3B AMENDMENT OF CANCELLATION

G2240-3B ADDITIONAL INSURED

G2240-3B NAMES OF PERSONS OR ORGANIZATIONS

SF 6-28-84

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, serior in the declarations page of said policy by a duly authorized agent of the company shall constitute accountersignature of this endorsement.

Countersigned by

Authorized Agent

Form G-2240-3 B Printed in U.S.A.

Named Insured and Address

licy Number

endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: COMPREHENSIVE GENERAL LIABILITY COYERAGE PART

COMPOSITE RATE GENERAL LIABILITY

IT IS AGREED THAT THE PREMIUM FOR THE INSURANCE AFFORDED BY THE POLICY FOR GENERAL LIABILITY IS PER 100. OF WORKERS COMPENSATION PAYROLL.

THE PREMIUM STATED IN THE DECLARATIONS IS AN ESTIMATED PREMIUM ONLY UPON TERMINATION OF THE POLICY, THE EARNED PREMIUM SHALL BE COMPUTED BY APPLYING THE RATES SHOWN IN THE SCHEDULE BELOW FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY PER 100. OF WORKERS COMPENSATION PAYROLL. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY, IF LESS, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY THE INSURED. NAMED INSURED SHALL MAINTAIN RECORDS OF THE INFORMATION NECESSARY FOR PREMIUM COMPUTION ON THE BASIS STATED HEREIN, AND SHALL SEND COPIES OF SUCH RECORDS TO THE COMPANY AT THE END OF THE POLICY TERM.

· ESTIMATED PAYROLL

RATE PER 100. OF PAYROLL

ADVANCE PREMIUM

54,200,000

BI .3162 R PD INCL .1635 E

171,323 R 88,653 E

INCLUDES COVERAGE FOR EXPLOSION, COLLAPSE & UNDERGROUND HAZARDS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, ∷tersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

ADDITIONAL INSURED

(Premises Leased to the Named Insured)



Named Insured and Address

cy Number

1 CLR P22007E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

- to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

à P

Designation of Premises (Part Leased to Named Insured)

Name of Person or Organization (Additional Insured) Premiums

Bodily Property
Injury Damage
Liability Liability

230 KV TRANSMISSION LINE FORT RANDALL TO COLUMBUS, NE NEBRASKA ELECTRIC GENERATION AND TRANSMISSION CORP., INC.

INCL INCL

230 KV SUBSTATION AT COLUMBUS NE TERMINAL

33 MILES OF LINES BETWEEN MISSION, SD TO VALENTINE, NE

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Authorized Agent



Host Liability Insurance



		Named Insured and Address
ssued by THE HARTFO	a part of Policy No DRO INSURANCE GROUP comp t as of the effective date of sai stated herein.	pany designated (
Effective datet the address of the na	12:01 A. M	., standard time
This endorsement mod	difies such insurance as is afford	ed by the provisions of the policy relating to the following:
	MANUFACTURERS'	ISIVE GENERAL LIABILITY INSURANCE AND CONTRACTORS' LIABILITY INSURANCE PRDS', AND TENANTS' LIABILITY INSURANCE
y or at the direction of	the insured.	
Nothing herein containe han as herein stated. This endorsement shall to the effective date	d shall be held to vary, waive, a not be binding unless countersign of the policy and, at issue of sai	ned by a duly authorized agent of the company; provided that if this endorsement takes effe
Nothing herein containe han as herein stated. This endorsement shall to the effective date	d shall be held to vary, waive, a not be binding unless countersign of the policy and, at issue of sai	Iter, or extend any of the terms, conditions, agreements or declarations of the policy, other and by a duly authorized agent of the company; provided that if this endorsement takes effect opolicy, forms a part thereof, countersignature on the declarations page of said policy by lid countersignature of this endorsement.
Nothing herein containe han as herein stated. This endorsement shall to the effective date	d shall be held to vary, waive, a not be binding unless countersign of the policy and, at issue of sai	ned by a duly authorized agent of the company; provided that if this endorsement takes effed policy, forms a part thereof, countersignature on the declarations page of said policy by
than as herein stated. This endorsement shall the of the effective date	d shall be held to vary, waive, a not be binding unless countersign of the policy and, at issue of sai the company shall constitute va	ned by a duly authorized agent of the company; provided that if this endorsement takes effed policy, forms a part thereof, countersignature on the declarations page of said policy by lid countersignature of this endorsement. Countersigned by

Employee Benefits Liability Insurance Coverage Part



CHEDULE

Coverage	Limits of Liability					
Employee Benefits Liability	s	500 ,000 each claim				
	\$	500 ,000 aggregate				
Estimated Number of Employees	Rate (Each	Employee)	Advance Premium			
		First 5,000				
		Next 5,000	•			
<u> </u>		Over 10,000				
Form Numbers of Endorsements forming part of this Coverage Part SEE	t at issue:	TOTAL ADVANCE PREMIUM	\$ INCLUDED IN			
G2240-3B (AMENDMENT OF CLAIMS MADE)		l	COMPOSITE RATE			

(For use only if this Coverage Part is effective	••
SF 6-28-84	Countersigned by Milliein & Sureden



EMPLOYEE BENEFITS LIABILITY COVERAGE

The company will pay on behalf of the Insured all sums in excess of the deductible amount which the insured shall become legally obligated to pay as damages on account of any claim against the insured arising out of any negligent act or omission within the United States of America, its territories or possessions, or Canada, in the administration of the named insured's Employee Benefit Programs, provided such claim is first made against the insured during the period this insurance is in force and the insured at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.

The company shall have the right and duty to defend any suit against the **Insured** seeking damages on account of such a claim, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment, on account of one or more claims to which this insurance applies, of judgments or settlements or of sums described in the "Supplementary Payments" provision, or both.

Exclusions

This insurance does not apply to:

- (a) any claim arising out of
 - (1) bodily injury or property damage;
 - (2) any dishonest, fraudulent, criminal or malicious act or out of libel, slander, discrimination or humiliation;
 - (3) the failure of any investment or savings program to perform as represented by an insured;
 - advice given by an insured to an employee to participate or not to participate in any investment or savings program;
- (b) any claim arising out of the failure of the insured, or any insurer, fiduciary, trustee or fiscal agent, to perform any of their obligations or to fulfill any of their guarantees with respect to (i) the payment of benefits under Employee Benefit Programs or (ii) the providing, handling or investment of funds related thereto.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any employee of the named insured while acting within the scope of his duties in connection with the administration of the named insured's Employee Benefit Programs.

This insurance does not apply to any claim arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a named insured.

III. SUPPLEMENTARY PAYMENTS

With respect only to the insurance under the Employee Benefits Liability Coverage, the "Supplementary Payments" provision is amended to read as follows:

Supplementary Payments

The company will pay, as part of and not in addition to, the applicable limit of liability:

all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon:

U-0130a

- (b) premiums on appeal bonds required in any such suit, and premiums on bonds to release attachments in any such suit, for an amount not in excess of the applicable limit of liability of this insurance, but the company shall have no obligation to apply for or furnish any such bonds;
- reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

IV. LIMITS OF LIABILITY -- DEDUCTIBLE

Regardless of the number of (1) **insureds** under this policy, or (2) claims made or suits brought on account of alleged acts or omissions by an **insured**, the company's liability is limited as follows:

With respect to this insurance, the limit of liability stated in the Schedule as applicable to "each claim" is the total limit of the company's liability, including liability for all damages and for all costs, expenses and premiums for release of attachment or appeal bonds described in the-"Supplementary Payments" provision and incurred in accordance therewith, on account of each claim to which this insurance applies.

For the purpose of applying the limits of the company's liability, all damages claimed by one employee as the result of a series of acts or omissions shall be considered as comprising one claim.

\$1000 shall be deducted from the total amount of damages, exclusive of such costs, expenses and premiums, on account of each claim. All the terms of this insurance apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The limit of liability stated in the Schedule as "aggregate" is, subject to the above provision respecting "each claim", the total limit of the company's liability, including liability for all damages and for all such costs, expenses and bond premiums incurred, on account of all claims to which this insurance applies.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"administration" means

- (1) giving counsel to employees of the named insured including the employees' dependents and beneficiaries with respect to eligibility in or scope of Employee Benefit Programs available to such employee by virtue of his employment by the named insured;
- (2) handling of records in connection with Employee Benefit Programs;
- (3) effecting or terminating enrollment of any employee of the named insured under Employee Benefit Program;

provided all such acts are authorized by the named insured;

"Employee Benefit Programs" means a formal program or programs of employee benefits maintained in connection with the business or operations of the named insured covered by the Bodily Injury and Property Damage Liability Coverages of this policy, such as but not limited to Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

VI. CONDITIONS

- All of the Conditions of the policy apply to this insurance except "Financial Responsibility Laws" and "Other Insurance".
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the insured, and shall not contribute with any such other insurance.





THE HARTFORD

Named Insured and Address

Policy Number

ci R P22007E
s endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: INCIDENTAL MALPRACTICE LIABILITY

IT IS AGREED THAT:

- THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES BY ANY PHYSICIAN, DENTIST OR NURSE WHILE EMPLOYED BY THE NAMED INSURED TO PROVIDE SUCH SERVICES;
- EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE EMOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, suntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute documents of this endorsement.

Countersigned by

Authorized Agent

Form G-2240-3 B Printed in U.S.A.

ADDITIONAL INSURED (Employees)

Named Insured and Address

Effective date

.12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or,
 if the named insured is a partnership or joint venture, any partner or member thereof;
- to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partner-ship or joint venture, any partner or member thereof.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes first as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy duly authorized agent of the company shall constitute valid countersignature of this endorsement.



THE HARTFORD

Countersigned	by
	Authorized Acest

Form L-3022-0 Printed in U. S. A. 7-'66 (IRB: G 106)

EXCLUSION - PROPERTY DAMAGE FROM NON-SUPPLY OF FUEL OR ENERGY



Named Insured and Address

olicy Number

1 CLR P22007E

endorsement forms a part of the policy as numbered above, issued THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

- (1) The insurance does not apply to property damage arising out of the failure or inability of the <u>insured</u> to supply <u>fuel</u> or <u>energy</u> to any or all of its customers unless such failure or inability results from sudden and accidental physical injury to or destruction of tangible property of the <u>insured</u> or of any supplier of <u>fuel</u> or <u>energy</u> to the insured.
- (2) As used in this endorsement, "fuel or energy" means coal, oil, gas, gasoline, electricity or any other product or natural resource used as a source of heat, power or energy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form GH-76-1 G2240-3B Countersigned by...

Authorized Agent

vicy Number

CLR P22007E

endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NON-OWNED WATERCRAFT

IT IS HEREBY UNDERSTOOD AND AGREED THAT EXCLUSION

(E) IS NOT APPLICABLE TO WATERCRAFT UNDER FIFTY

FEET IN LENGTH.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, extersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

Countersigned by ...

Authorized Agent

Form G-2240-3 B Printed in USA



Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22007E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE 'MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

IT IS AGREED THAT THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE ANY EM-PLOYEE OF THE NAMED INSURED WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, BUT THE INSURANCE AFFORDED TO SUCH EMPLOYEE DOES NOT APPLY:

- 1. TO BODILY INJURY TO ANOTHER EMPLOYEE OF THE NAMED INSURED ARISING OUT OF OR IN THE COURSE OF HIS EMPLOYMENT, UNLESS THE NAMED INSURED NOTIFIES THE COMPANY IN WRITING, WITHIN 60 DAYS AFTER FIRST NOTICE OF THE CLAIM TO THE NAMED INSURED, OF ITS INTENTION TO PROVIDE COVERAGE FOR SUCH EMPLOYEE;
- 2. TO <u>BODILY INJURY</u> TO THE <u>NAMED INSURED</u> OR, IF THE <u>NAMED INSURED</u> IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF;
- 3. TO PROPERTY DAMAGE TO PROPERTY OWNED, OCCUPIED OR USED BY, RENTED TO, IN THE CARE, CUSTODY OR CONTROL OF, OR OVER WHICH PHYSICAL CONTROL IS BEING EXERCISED FOR ANY PURPOSE BY (A) ANOTHER EMPLOYEE OF THE NAMED INSURED OR (B) THE NAMED INSURED, OR IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, ANY PARTNER OR MEMBER THEREOF.

GH 148

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

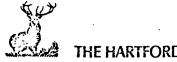
This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



U-01309

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RURAL ELECTRIFICATION COOPERATIVE ENDORSEMENT (TEXAS)



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22007E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date	12:01	A.	М.,	standard	time
at the address of the named insured as state					

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

- THE INSURER AGREED WITH THE RURAL ELECTRIFICATION ADMINISTRATION THAT SUCH INSURANCE I. AS IS AFFORDED BY THE POLICY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:
 - THE COMPANY AGREES THAT IT WILL NOT USE, EITHER IN THE ADJUSTMENT OF CLAIMS OR IN THE DEFENSE OF SUITS AGAINST THE INSURED, THE IMMUNITY OF THE INSURED FROM TORT LIABILITY, UNLESS REQUESTED BY THE INSURED TO INTERPOSE SUCH DE-FENSE.
 - THE INSURED AGREES THAT THE WAIVER OF THE DEFENSE OF IMMUNITY SHALL NOT В. SUBJECT THE COMPANY TO LIABILITY FOR ANY PORTION OF A CLAIM, VERDICT OR JUDGMENT IN EXCESS OF THE LIMIT OF LIABILITY STATED IN THE POLICY.
 - THE COMPANY AGREES THAT IF THE INSURED IS RELIEVED OF LIABILITY BECAUSE OF ITS IMMUNITY, EITHER BY INTERPOSITION OF SUCH DEFENSE AT THE REQUEST OF THE INSURED OR BY VOLUNTARY ACTION OF A COURT, THE INSURANCE APPLICABLE TO THE INJURIES ON WHICH SUCH SUIT IS BASED, TO THE EXTENT TO WHICH IT WOULD OTHER-WISE HAVE BEEN AVAILABLE TO THE INSURED, SHALL APPLY TO OFFICERS AND EM-PLOYEES OF THE INSURED IN THEIR CAPACITY AS SUCH; PROVIDED, THAT ALL DEFENSES, OTHER THAN IMMUNITY FROM TORT LIABILITY, WHICH WOULD BE AVAILABLE TO THE COMPANY BUT FOR SAID IMMUNITY IN SUITS AGAINST THE INSURED OR AGAINST THE COMPANY UNDER THE POLICY, SHALL BE AVAILABLE TO THE COMPANY WITH RES-PECT TO SUCH OFFICERS AND EMPLOYEES IN SUITS AGAINST SUCH OFFICERS AND EMPLOYEES OR AGAINST THE COMPANY UNDER THE POLICY.
- THE INSURED ALSO AGREES WITH THE RURAL ELECTRIFICATION ADMINISTRATION AS II. FOLLOWS:

FORM GH-167-0 Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



Countersigned by..... **Authorized Agent**

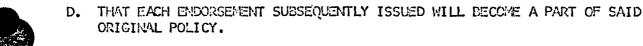


THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22007E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

- B. CHANGES IN POLICY FORMS OR ENDORSEMENTS AS A RESULT OF APPROVAL OF A REGULATORY AUTHORITY WILL BE SUBMITTED TO THE RURAL ELECTRIFICATION ADMINISTRATION.
- C. THAT IT WILL MAIL TO SAID ADMINISTRATION, AT LEASE TEN DAYS BEFORE THE EFFECTIVE DATE THEREOF, NOTICE OF CANCELLATION OR TERMINATION OF SAID POLICY.





Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



Countersigned by.....

Authorized Agent

General Liability Amendatory Endorsement — Additional Definition



	Named Insured and Address					
This endorsement forms a part of Policy No						
Effective date						
It is agreed that the following definition is added:						
"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.						
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.						
This endorsement shall not be binding unless countersigned by a duly auth as of the effective date of the policy and, at issue of said policy, forms a duly authorized agent of the company shall constitute valid countersignat	orized agent of the company; provided that if this endorsement takes effect part thereof, countersignature on the declarations page of said policy by a ure of this endorsement.					
	Countersigned by					
Form L-4128-0 Printed in U.S.A. (ISO: GL 00 19 07 78)						
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	Andrew British with the Control of t					



THE HARTFORD

Named Insured and Address

vicy Number

CLR P22007E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS AGREED THAT THE NAMED INDIVIDUALS WILL BE ADDITIONAL INSUREDS ONLY AS RESPECTS THEIR OPERATIONS FOR AND IN BEHALF OF THE NAMED INSURED, AND ONLY WHILE ENGAGED IN THE ACTIVITY OF ARBORATION OR REMOVAL OF SIMILAR OBSTRUCTIONS IN THE CONSTRUCTION AND/OR MAINTENANCE OF POWER EQUIPMENT OF FACILITIES.

FOREMEN

CLARENCE WILLS TOM SCHLENDER JOHN LUEDTKE LICENSED ARBORISTS

DAVID TRAVER JOE DOWNS DOUGLAS MILLER NON LICENSED TRIMMERS

& APPRENTICES

ROY HERNANIEZ JEFFREY LEE RICHARD BAACK RANDY KEISER D. PAT ADAMS

SF 6-28-84

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

Countersigned by..

Authorized Agent

Form G-2240-3 B Printed in U.S.A.

HEATING AND POWER COMPANIES

(Products Hazard Interpretation)

Named Insured and Address

Effective date.....

.12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE *MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that electricity, gas or steam furnished or supplied by electric light and power, gas, steam heating or power companies or cooperatives shall not be deemed to be "goods or products" subject to the provisions of the policy relating to the products hazard.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



THE HARTFORD

Form L-3064-0 Printed in U. S. A. 7-'66 (NBCU: G 407)

15-01314

AMENDATORY ENDORSEMENT POLLUTION LIABILITY



This endorsement modifies such insurance as is afforced by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE — PLUS SPECIAL GENERAL LIABILITY INSURANCE SMP LIABILITY INSURANCE

Premium for This Endorsement S TO BE DTERMINED

Part I Separate Limits of Liability Endorsement (Hazardous Waste Facility)

It is agreed that

- 1 The limits of liability stated in the Hazardous Waste Facility Pollution Liability Endorsement in Part II apply separately to such insurance as is afforded by the policy in connection with the insured's obligation to demonstrate financial responsibility at the facilities described therein.
- 2. Such smits of liability apply collectively to all such facilities (and not separately to each) and are in lieu of and not in addition to any other limits of liability stated elsewhere in the policy.
- 3. The "Each occurrence" limit applies to all bodily injury and all property damage arising out of a single occurrence.
- 4. The annual "aggregate" limit applies to all damages because of all bodily injury and all property damage which occurs during the policy period.
- 5. For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of a sudden and accidental discharge, dispersal, release or escape of irritants, contaminants or pollutants, including all bodily injury and property damage arising out of all subsequent exposure of persons or property to such substances, shall be considered as arising out of a single occurrence.
- 6. Partitiof this endorsement shall be cancelled automatically by cancellation of the Hazardous Waste Facility Pollution Liability Endorsement in Part II.

II Hazardous Waste Facility Pollution Liability Endorsement

This endorsement certifies that the policy to which the endorsement is attached provides pollution	on liability insurance cov-
ering bodily injury and property damage in connection with the insured's obligation to demon	strate financial responsi-
bility under 40 CFR 264.147 or 265.147. The coverage applies at: EPA Identification Number:	NED068676881
Name: NEBRASKA PUBLIC POWER	NED000809434
Address: SEE G2240	
for sudden accidental occurrences. The limits of liability are S 500,000	

- "each occurrence" and \$_500,000 annual aggregate, exclusive of legal defense costs.
- The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of the Paragraph 2 are hereby amended to conform with subsections (a) through (e):
 - (a) Bankruptcy or insolvency of the **insured** shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reim-



THE HARTFORD

Named insured and Address

²olicy Number

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

SCHEDULE OF LOCATIONS END L4492-0

EPA # NED 068676881 SHELDON POWER STATION HALLAM, NE

EPA # NED 000809434 YORK OPERATION CENTER YORK, NE

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, puntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute alid countersignature of this endorsement.

Countersigned by.

Contractual Liability Insurance Coverage Part (Blanket Coverage)



This Coverage Part forms a part of Policy No. 91 CLK mpany designated therein, and takes effect as of the effect	P2200/ tive date of	said policy unless oth	issued nerwise stat	d by THE HA ed herein.	RTFORD INSUR	ANCE GROUP
(For use only if this Cove	Post .	is effective often the el	Facting date	of the Police		
This Coverage Part is effective						hove designated
The Company, in consideration of the payment of the agrees with the named insured as follows:	sc	CHEDULE				
The insurance afforded is only with respect to such o The limit of the company's liability against each such reference thereto.	f the follo	wing coverages as e shall be as stated	are indic i herein, s	ated by spec subject to al	ific premium ch	arge or charges is policy havin
Coverages		Advance Premium	8	•	Limits of Liabili	ty
YB — Contractual Bodily Injury Liability	\$ IN	ICLUDED IN		\$ 500	,000 each occi	urrence
ZB — Contractual Property Damage Liability	\$			\$ 200	,000 each occu	ırrence
	CC	MPOSITE RATE	.S	\$ 500	,000 aggregate	•
	Code	D	R	ates	Advance I	Premiums
Designation of Contracts	No.	Premium Bases	B. I.	P. D.	В. І.	P. D.
		(a) Cost (b) Sales	(a) Per \$100 (b) Per \$1,0			
THAT PART OF ALL WRITTEN CONTRACTS OTHER THAN AS DEFINED IN INCIDENTAL CONTRACTS IN THE POLICY ON WHICH THE NAMED INSURED ASSUMES THE LIABILITY OF OTHERS					INCLUDED IN COMPOSITE RATES	Ξ
Form Numbers of Endorsements forming part of this G2240-3B (ORAL CONTRACTS)	Coverage	Part at issue:		ADVANCE REMIUMS	S	
If the Policy Period is more than one year, the Prem	ium is Pa	yable:				
On effective date of Policy \$ 1st Annivers	ary \$	2nd A	nniversar	y \$		
The following exclusions also apply:		•				
Exclusion (p) — Products and Completed Operation	ns 🗆 E	xclusion (q)—x, c &	u			
I. COVERAGE YB—CONTRACTUAL BODILY IN LIABILITY	NJURY	(1) any arb exercise	itration pr	oceeding whe	erein the company the choice of arbi	is not entitled t
COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY	Y	conduct (2) any sur	t of such po it after the	roceedings, or applicable l	imit of the compa judgments or seti	any's liability ha
The company will pay on behalf of the insured all sur insured, by reason of contractual liability assumed by his	ns which t m under a	:he		, payment of	luatments of seri	nements.

ance, shall become legally obligated to pay as damages because of Coverage YB. bodily injury or Coverage ZB. property damage .

written contract of the type designated in the schedule for this insur-

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any incidental contract;
- (b) (1) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such insured, including
 - (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (ii) supervisory, inspection or engineering services;
 - (2) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

The conditions and provisions printed on pages KB-2 and KB-3 of this form are hereby referred to and made a part hereof. is Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Authorized Agent

Form L-3523-0 Printed in U.S.A. (NS)

KB-1

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage)

知 《语》:注:"

- (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or
- (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (d) to bodily injury or property damage for which the indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the yiolation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic-beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar
- (f) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to action by the public authority or any other person or organization engaged in the project;
- (g) to properly damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured:

- (j) to property damage to the named insured's products arising out of such products or any part of such products;
- (k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work com-pleted by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (m) As respects any agreement relating to construction operations, to bodily injury or property damage arising out of
 - (1) construction, maintenance or repair of watercraft or loading or unloading thereof, or
 - (2) operations within fifty feet of any railroad property affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing

- (n) to bodily injury or property damage arising out of the ov maintenance, operation, use, loading or unloading of an equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (0) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

When stated in the schedule as applicable, the following exclusions also apply to contractual liability assumed by the insured.

This insurance does not apply:

- (p) to bodily injury or properly damage included within the completed operations hazard or the products hazard;
- (q) to property damage included within
 - (1) the explosion hazard,
 - (2) the collapse hazard, or
 - (3) the underground properly damage hazard.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- set forth below:

 (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a ship of joint venture the partnership of joint venture so deand any partner or member thereof but only with respectively as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint yenture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage YB — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage ZB - The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to each occurrence"

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property of to which this coverage applies shall not exceed the limit of a damage liability stated in the schedule as "aggregate". Such a limit of liability applies separately with respect to each project from premises owned by or rented to the named insured.

Coverages YB and ZB — For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Porm L-3523-0

CONTRACTUAL LIABILITY INSURANCE

COVERAGE PART

(Blanket Coverage) (Continued)

ADDITIONAL DEFINITIONS

on used in reference to this insurance (including endorsements boung a part of the policy):

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

VI. ADDITIONAL CONDITIONS

Arbitration

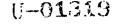
The company shall be entitled to exercise all of the insured's rights in

the choice of arbitrators and in the conduct of any arbitration proceeding.

Premium

When used as a premium basis:

- 1. the word "cost" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusion (m) applies.
- 2. the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.



Vicy Number

S endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

CONTRACTUAL LIABILITY INSURANCE

IT IS HEREBY UNDERSTOOD AND AGREED THAT ORAL CONTRACTS ARE INCLUDED UNDER FORM L-3523-0 PROVIDED THEY ARE REDUCED TO WRITING WITHIN NINETY (90) DAYS.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, untersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute d countersignature of this endorsement.

> Countersigned by...... Authorized Agent



PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

This Coverage Part fo	rms a part of Policy No	31 CLR P22007E	issued by 3	THE HARTFORD	INSURANCE GROUP
ompany designated therein	, and takes effect as of the ef	fective date of said polic	y unless otherwise sta	ted herein.	

(For use only if this Coverage Pa	(at the hour stated in t	he policy) and	forms a part of the above designated
The Company, in consideration of the payment of the premi			
agrees with the named insured as follows:			
The insurance afforded is only with respect to personal inju	SCHEDULE	included with	in such of the following groups
offenses as are indicated by specific premium charge or cha	rges.	Included with	t .
Coverage			'Limits of Liability
PI—Personal Injury Liability		\$ 500	,000 aggregate
		Insured's pa	rticipation NONE
Groups of Offenses			. Advance Premium
A. False Arrest, Detention or Imprisonment, or Malicious	Prosecution		s INCLUDED IN
B. Libel, Slander, Defamation or Violation of Right of Priv	acy		\$ COMPOSITE
C. Wrongful Entry or Eviction or Other Invasion of Right	of Private Occupancy		\$ RATE
Minimum Premium \$	Total Advan	ce Premium	\$
Location and Description of Exposure	Premium Bases	Rates	Premium
EVELUCION C DELETED			
EXCLUSION C DELETED		·	
·			
	1		

If the Policy Period is more than one year, the Premium is Payable:

On effective date of Policy \$ 1st Anniversary

2nd Anniversary \$

The conditions and provisions printed on page PI-2 of this form are hereby referred to and made a part hereof.

his Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof; countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by

11_01990

COVERAGE PART

(continued)

I. COVERAGE PI -- PERSONAL INJURY LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as *damages* because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy:
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (e) to personal injury arising out of any publication or utterance described in Group B concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof;
- (f) to personal injury arising out of any publication or utterance described in Group B made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY-INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

PEREL AM COMMY MASILFY, DOLLFINGE

THE HARTFORD

Named Insured and Address

licy Number

1 CLR P22007E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

PERSONAL INJURY COVERAGE PART

DISCRIMINATION

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE DELETION OF EXCLUSION "C" DOES NOT AMEND AND EXCLUSION APPLICABLE TO GROUP D DISCRIMINATION COVERAGES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

Countersigned by

Authorized Agent

Named Insured and Address

CLR P22007E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

PERSONAL INJURY LIABILITY INSURANCE

IT IS AGREED THAT:

1. THE INSURANCE FOR <u>PERSONAL INJURY</u> LIABILITY IS AMENDED TO INCLUDE THE FOLLOWING GROUP OF OFFENSES:

GROUP D- DISCRIMINATION BY REASON OF AGE, SEX, RELIGION OR NATIONAL OR RACIAL ORIGIN NOT COMMITTED BY OR AT THE DIRECTION OF THE INSURED OR ANY EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, PARTNER OR MEMBER OF THE INSURED, BUT ONLY WITH RESPECT TO INJURY TO THE FEELINGS OR REPUTATION OF A NATURAL PERSON ARISING OUT OF SUCH DISCRIMINATION.



- (A) TO <u>PERSONAL INJURY</u> SUSTAINED IN THE STATES OF NEW YORK OR OHIO, OR IN ANY OTHER STATE OF JURISDICTION WHERE INSURANCE FOR SUCH INJURY IS CONTRARY TO LAW OR PUBLIC POLICY;
- (B) TO FINES OR PENALTIES;
- (C) TO AMOUNTS CLAIMED OR AWARDED (WHETHER AS DAMAGES OR OTHERWISE) FOR WAGES, SALARIES OR OTHER FINANCIAL BENEFITS OR ADVANTAGES THAT THE INJURED PERSON WOULD HAVE RECEIVED, BUT FOR THE DISCRIMINATION, AS AN EMPLOYEE OR PROSPECTIVE EMPLOYEE OR ANY INSURED.
- (D) TO CLASS ACTIONS OR TO ANY INDIVIDUAL CLAIM FOR DAMAGES WHICH IS INCLUDED WITHIN OR IS A PART OF ANY CLASS ACTION;
- (E) TO <u>PERSONAL INJURY</u> SUSTAINED BY ANY PERSON AS A RESULT OF AN OFFENSE DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE <u>NAMED INSURED</u>.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

Countersigned by Mallum Ascharged Agent

Form G-2240-3 B Printed in U.S.A.



THE HARTFORD

Named Insured and Address

COLUMBUS, NE 68601

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET

v Number CLR P22007E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 7-1-84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THE POLICY IS AMENDED AS FOLLOWS:

- FORMS L4821-0 & L4819-0 REPLACE THE FOLLOWING FORMS: L3025-0, L4191-0, G2240-3B (NON-OWNED WATERCRAFT) G2240-3B (FELLOW EMPLOYEE) G2240-3B (AMENDMENT OF CANC.), L3022-0, L3533-0, L3525-0, G2240-3B (INCIDENTAL MALPRACTICE)
- 2. FORM GH532-0 FORMS PART OF THIS POLICY
- 3. FORM L3025-0 FORMS PART OF THIS POLICY

NO PREMIUM ADJUSTMENT NECESSARY

DO/LR 8-28-84

EXP 7-1-85

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, dersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

Countersigned by ... William

Authorized Agent

Special Broad Form Comprehensive General Liability Endorsement



	•
Policy Number	
issued by THE HARTFO	s a part of the policy as numbered above, RD INSURANCE GROUP company designs effect as of the effective date of said
	ffective date is stated herein.
Effective Date	Effective hour is the same as stated
7-1-84	in the Declarations of the policy.
7-1-84 Endt. No.	

Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NE 68601

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

SCHE	DULE
COVERAGE	LIMIT OF LIABILITY
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY	Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein: aggregate.
PREMISES MEDICAL PAYMENTS COVERAGE	\$5,000 each person unless otherwise indicated herein: each person.
RE AND EXPLOSION LEGAL LIABILITY COVERAGE	\$100,000 per occurrence unless otherwise indicated herein per occurrence.
. PREMIU	M BASIS
% of the total Comprehensive General Liability Bodily Injury and Property Damage Premium as otherwise determined.	\$ Advance Premium \$ Minimum Premium

The conditions and provisions printed on pages SBF-2 thru SBF-8 of this form are hereby referred to and made a part hereof.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by_

Authorized Agent

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
 - to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
 - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or failure to render professional services by such insured, including
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (b) supervisory, inspection or engineering services;
 - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
 - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:
 Arbitration

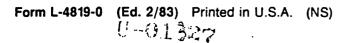
The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

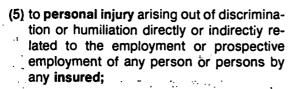
II. PERSONAL INJURY AND ADVERTISING IN-JURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business. within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- to liability assumed by the insured under any contract or agreement with respect to personal injury or advertising injury arising out of an offense committed prior to the effective date of such contract or agreement;
- (2) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance:
- (3) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (4) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;





- (6) to advertising injury arising out of
- (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.
 - (C) Limits of Liability

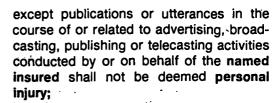
Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;



- (4) discrimination or humiliation not intentionally committed by or at the direction of the **insured** or any executive officer, director, stockholder, partner or member thereof, but only with respect to injury to the feelings or reputation of a natural person.
- (E) The following additional condition applies:

Arbitration

With respect to liability for personal injury or advertising injury assumed by the insured under any contract or agreement, the company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any



- prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (b) the operation or use of any snowmobile or trailer designed for use therewith;
- (i) owned or operated by or rented or loaned to any insured, or
- (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
- (a) any watercraft owned or operated by or rented or loaned to any **insured**, or
- (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the **insured premises**;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

- (1) included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than
 - (a) maintenance and repair of the **insured premises**, or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving

alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the **named insured** is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;
 - (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
 - (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (D) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$5,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall

Form L-4819-0 (Ed. 2/83) Printed in U.S.A. (NS)

SBF-4

not exceed the limit of **bodily injury** liability stated in the policy as applicable to "each **occurrence"**.

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

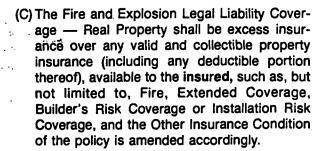
IV. LIQUOR LIABILITY COVERAGE

Exclusion (h) is deleted.

V. FIRE AND EXPLOSION LEGAL LIABILITY COV-ERAGE — REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire or explosion

- (A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form) and exclusion (a), are deleted.
- (B) The limit of property damage liability as respects this Fire and Explosion Legal Liability Coverage Real Property is \$100,000 each occurrence unless otherwise stated in the Schedule of this endorsement.



VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
 - to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
- (a) to property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**,
 - (b) to tools or equipment while being used by the insured in performing his operations.
 - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
 - (3) with respect to the completed operations hazard and with respect to any classifica-





tion stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

- 10 m

VII. INCIDENTAL MEDICAL MALPRACTICE LIA-BILITY COVERAGE

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to any **insured** engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVER-AGE (Under 51 Feet in Length)

Exclusion (e) does not apply to any watercraft under 51 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons for a charge.

Where the **insured** is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

This insurance applies only to bodily injury, property damage, personal injury or advertising injury which occurs within the policy territory.

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"Policy Territory" means:

- (A) the United States of America, its territories or possessions, or Canada; or
- (B) international waters or air space, provided the bodily injury, property damage, personal injury, or advertising injury does not occur in the course of travel or transportation to or from any other country, state or nation; or
 - (C) anywhere in the world provided the original suit for damages is brought against the **insured** within the territory designated in (A) above.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse Partnership If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
 - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (180 Days)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury and advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 180 days from the date any such organization is acquired or formed by the named insured.

XIII. ALIENATED PREMISES COVERAGE

Exclusion (i) is deleted.

XIV. SNOWMOBILE LIABILITY COVERAGE

Exclusion (c) (2) is deleted with respect to **bodily injury** or **property damage** arising out of the operation or use of a snowmobile or trailer designed for use therewith provided that such **bodily injury** or **property damage** arises out of the conduct of the **named insured's** business.

XV. EXPLOSION, COLLAPSE AND UNDERGROUND (X, C & U) PROPERTY DAMAGE LIABILITY COVERAGE

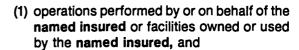
Exclusion (q) is deleted.

XVI. AMENDMENT OF SUPPLEMENTARY PAY-MENTS PROVISION

The Supplementary Payments provision with respect to "reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day" is amended by substituting the amount of "\$100 per day" for "\$25 per day".

XVII. ADDITIONAL PERSONS INSURED — REQUIRED BY CONTRACT OR BY ISSUANCE OF A PERMIT

(A) The "Persons Insured" provision is amended to include as an insured any person, organization, trustee, estate or governmental entity to whom or to which the named insured is obligated, by virtue of a written contract or agreement or by virtue of the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to:



(2) then only for the limits of liability specified in such contract or agreement,

but in no event for limits of liability in excess of the applicable limits of liability of this policy, provided that

- (a) such person, organization, trustee, estate or governmental entity shall be an insured only with respect to occurrences taking place after such written contract or agreement has been executed or such permit has been issued; and
- (b) 1) the name of such person, organization, trustee, estate or governmental entity has been furnished to the company as of the effective date of the policy, or
 - A) such contract or agreement takes effect or such permit is issued during the policy period, and
 - B) the named insured notifies the company, within 180 days after the effective date of the contract or agreement or the issuance date of the permit, of the date as of which such person, organization, trustee, estate or governmental entity shall be included as an insured.
- (B) With respect to any such person, organization, trustee, estate or governmental entity included as an insured by virtue of this provision, the first named insured is authorized to act on behalf of such an insured with respect to all matters relating to this policy. Such matters include the giving and receiving of notice of cancellation or non-renewal, and the making of changes in the policy terms with the company's consent; provided, however, this shall not relieve an insured of the duties set forth in Condition 4 (Insured's Duties in the Event of Occurrence, Claim or Suit) of the policy. For the purpose of this provision, "First Named Insured" means the person or organization first named in Item 1 of the declarations of the policy.

XVIII. NON-OWNED AIRCRAFT LIABILITY COVERAGE (WITH PAID CREW)

Notwithstanding exclusion (b), Non-Owned Aircraft Liability Coverage is provided on condition that such aircraft is hired, chartered or loaned with a paid crew and is not owned by any insured.

Where the **insured** is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

XIX. AMENDMENT OF CANCELLATION CONDITION

The condition entitled "Cancellation" is deleted and replaced by the following:

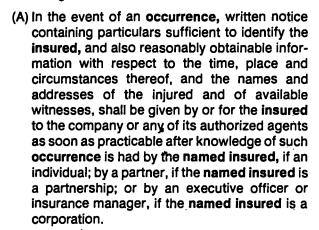
CANCELLATION

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured, at the address shown in this policy, written notice stating when not less than 90 days thereafter such cancellation shall be effective; provided that, if the named insured fails to discharge when due any of its obligations in connection with the payment of premium for this policy or any installment thereof, this policy may be cancelled by the company by mailing to the named insured written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the **named insured** or the company cancels, earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XX.INSURED'S DUTIES IN THE EVENT OF OCCUR-RENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:



(B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or his representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

XXI. LIBERALIZATION PROVISION

If the company files any forms, endorsements, rules or regulations (for use with this insurance program) while this insurance is in force which could broaden or extend it without an additional premium charge, such insurance as is afforded hereunder shall be so extended or broadened effective immediately upon approval or acceptance of such revision during the endorsement period by the appropriate insurance supervisory authority.

Amendatory Endorsement — Limitation of Coverage Special Broad Form Comprehensive General Liability Insurance



ാlicy	Numb	er
91	CLR	per P22007E

This endorsement forms a part of the policy as numbered herein, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated in Form L-4819.

It is agreed that Form L-4819 is amended to delete the provision or provisions of such form indicated below by the entry of the word "deleted" in the box or boxes next to the caption of such provision or provisions. Form L-4819 shall be applied as if the provision or provisions so identified were not contained therein.

Provisi			
No.	Box		Captions of Provisions Shown in Form L-4819
i. II. III. IV. V.	C C C DELETED	חטטט	Contractual Liability Coverage Personal Injury and Advertising Injury Liability Coverage Premises Medical Payments Coverage Liquor Liability Coverage Fire and Explosion Legal Liability Coverage — Real Property
VI. VII. VIII. IX. X.	C Deleted C C	חרות	Broad Form Property Damage Liability Coverage (Including Completed Operations) Incidental Medical Malpractice Liability Coverage Non-Owned Watercraft Liability Coverage (Under 51 Feet in Length) Limited Worldwide Liability Coverage Additional Persons Insured
XI. XII. XIII. XIV.		חחח	Extended Bodily Injury Coverage Automatic Coverage — Newly Acquired Organizations (180 Days) Alienated Premises Coverage Snowmobile Liability Coverage Explosion, Collapse and Underground (X, C & U) Property Damage Liability Coverage
XVI. XVII. XVIII. XIX. XX.	. החהחה	חחחח	Amendment of Supplementary Payments Provision Additional Persons Insured — Required By Contract or By Issuance of a Permit Non-Owned Aircraft Liability Coverage (With Paid Crew) Amendment of Cancellation Condition Insured's Duties in the Event of Occurrence, Claim or Suit
XXI.	С	コ	Liberalization Provision

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by .



Additional Insureds — Employees (Broad Form)



Policy Number

91 CLR P22007E

This endorsement forms a part of the policy as numbered herein, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another date is stated if Form L-4819.

It is agreed that in consideration of a premium of \$\frac{\text{INCLUDED}}{\text{L-4819}}\, "Provision X. Additional Persons Insured" of Form L-4819 is deleted and replaced by the following:

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse Partnership If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - (1) to **bodily injury** to another employee of the **named insured** arising out of the rendering of or the failure to render professional medical, dental or nursing services by or at the direction of the employee;
 - (2) personal injury to another employee of the named insured arising out of or in the course of his employment;
 - (3) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (4) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by ...

Authorized Agent



Policy Number

1 CLR P22007E

endorsement forms a part of the policy as numbered above, usued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 06-02-85

Effective hour is the same as stated

in the Declarations of the policy.

Endt. No.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NE 68601

IT IS HEREBY AGREED THAT CITY OF YORK IS ADDED AS ADDITIONAL INSURED AS REGARDS

RETAIL POWER DISTRIBUTION AGREEMENT.

NO PREMIUM ADJUSTMENT NECESSARY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid untersignature of this endorsement.

LD/BL 07-24-85

Countersigned by

Sep EXP 07-01-8

Authorized Agent

Form G-2240-3 A Printed in U.S.A.

ADDITIONAL INSURED

(Premises Leased to the Named Insured)



THE HARTFORD

Named Insured and Address

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 7-1-84

Effective hour is the same as stated in the Declarations of the policy.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NE 68601

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises
(Part Leased to Named Insured)

1200 N ST LINCOLN NE Name of Person or Organization (Additional Insured)

NELSON & HARDY

Premiums

Bodily Property
Injury Damage
Liability Liability

INCL

INCL

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

04.50...

Authorized Agent

BECHER-CURRY COMPANY 91-0284



Named Insured and Address

licy Number

31 CLR P22007E

inis endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date Effective hour is the same as stated in the Declarations of the policy.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NE 68601

Endt. No.

ADDITIONAL INSURED FORM L3025-0 SHOWING GREENBERG RENTAL AS AN ADDITIONAL INSURED IS HEREBY DELETED

NO PREMIUM ADJUSTMENT NECESSARY

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

s endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

SM/SF 2-8-85

Form G-2240-3 A Printed in U.S.A.

Countersigned by.

U-01738

Authorized Agent

DECHER-CURRY COMPANY 91 0284



licy Number

91 CLR P22007E

issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 7-1-84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NE 68601

THIS POLICY IS AMENDED PER AMENDED FORM L4821-0 AND FORM L3025-0 ATTACHED.

NO PREMIUM ADJUSTMENT NECESSARY

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

s endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, ountersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

DO/MH 10-12-84

Countersigned by Mullium

Authorized Agent

Form G-2240-3 A Printed in U.S.A.

ADDITIONAL INSURED

(Premises Leased to the Named Insured)



THE HARTFORD

Named Insured and Address

icy Number

91 CLR P22007E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated by the HARTFORD INSURANCE GROUP company designated by the policy of the policy as numbered above. nated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

7-1-84

Effective hour is the same as stated in the Declarations of the policy.

NEBRASKA PUBLIC POWER DISTRICT 1414 15TH STREET COLUMBUS, NE 68601

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- to any occurrence which takes place after the named insured ceases to be a tenant in said premises:
- to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated helow.

SCHEDULE

1

Designation of Premises (Part Leased to Named Insured)

Name of Person or Organization (Additional Insured)

Bodily Injury Liability

INCL

Premiums

Property Damage Liability

SE's LOT 3 BLK 33 GRAND FORKS, NORTH DAKOTA

GREENBERG RENTAL PO BOX 428 GRAND FORKS, NO DAK

58206

INCL

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

DO/MH 10-12-84

Countersigned by Mallans

Authorized Agent

Amendatory Endorsement — Limitation of Coverage Special Broad Form Comprehensive General Liability Insurance



AMENDED

cy Number	This endorsement forms a part of the policy as numbered herein, issued by THE HARTFORD
	INSURANCE GROUP company designated therein, and takes effect as of the effective date
91 CLR P22007	For said policy unless another effective date is stated in Form L-4819.

It is agreed that Form L-4819 is amended to delete the provision or provisions of such form indicated below by the entry of the word "deleted" in the box or boxes next to the caption of such provision or provisions. Form L-4819 shall be applied as if the provision or provisions so identified were not contained therein.

Provisi		Ocations of Previous Chaus is Form I 4040
No.	Box	Captions of Provisions Shown in Form L-4819
I. II. III. IV. V.		Contractual Liability Coverage Personal Injury and Advertising Injury Liability Coverage Premises Medical Payments Coverage Liquor Liability Coverage Fire and Explosion Legal Liability Coverage — Real Property
VI. VII. VIII. IX. X.		Broad Form Property Damage Liability Coverage (Including Completed Operations) Incidental Medical Malpractice Liability Coverage Non-Owned Watercraft Liability Coverage (Under 51 Feet in Length) Limited Worldwide Liability Coverage Additional Persons Insured
XI. XII. XIII. V.		Extended Bodily Injury Coverage Automatic Coverage — Newly Acquired Organizations (180 Days) Alienated Premises Coverage Snowmobile Liability Coverage Explosion, Collapse and Underground (X, C & U) Property Damage Liability Coverage
XVI. XVII. XVIII. XIX. XX.	Deleted	Amendment of Supplementary Payments Provision Additional Persons Insured — Required By Contract or By Issuance of a Permit Non-Owned Aircraft Liability Coverage (With Paid Crew) Amendment of Cancellation Condition Insured's Duties in the Event of Occurrence, Claim or Suit
XXI.		Liberalization Provision

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Malliam F





Business Auto Coverage Part

ssued to	form a part of Policy	No. 91 C	LR P22007E	to be effective_	at	the hour	stated in the policy.	The Stock I	nsurance
Company	providing this insurance	e is shown o	on the Declarations Pag	je of such policy	as the "Insurer."		-		

This Coverage Part is not binding unless countersigned by a duly authorized agent of ours; but if it takes effect as of the effective date of the policy of which this Coverage Part forms a part then countersignature on the Declarations Page of that policy by a duly authorized agent of ours is valid countersignature of this Coverage Part.

All of the provisions, conditions and other terms of this BUSINESS AUTO COVERAGE PART shall apply only as specified herein and none of the provisions, conditions and other terms of the policy of which this BUSINESS AUTO COVERAGE PART forms a part shall apply to insurance hereunder unless otherwise stated herein. Hereafter, any use of the word "policy" in this BUSINESS AUTO COVERAGE PART (or any endorsement forming a part of, changing or applicable to this BUSINESS AUTO COVERAGE PART."

DECLARATIONS — BUSINESS AUTO COVERAGE PART

ITEM ONE - NAMED INSURED AND ADDRESS

This BUSINESS AUTO COVERAGE PART is completed by:

(a) this Declarations Form C-2013,

Form C-2014,

Form C-2015.

Form C-2016,

- (b) its provisions and conditions printed in Form CA00010180
- (c) any Endorsements issued to form a part of it.

Form Numbers of Endorsement forming part of this BUSINESS AUTO COVERAGE PART on the above effective date:

SEE G2240-3B ENDORSEMENT

U-01342

Countersigned by

Authorized Agent

Form C-2014

DECLARATIONS **BUSINESS AUTO POLICY (Continued)**

THE HARTFORD ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

Policy No. 91 CLR P22007E

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as exercised autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the verage.

DVERAGES	COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDITY (Absence of a limit entry means that the limit entry shown, if any, in item four applies instead)		ESTIMATED PREMIUM
A = LIABILITY INSURANCE	-	. 500	,	31,252
	1	\$ 500 ,000 each accident		\$ 13,269
O LIABULITY INCUDANCE		\$,000 Bodily Injury each person		
B = LIABILITY INSURANCE		\$,000 Bodily Injury each accident		L
PERSONAL INJURY PROTECTION		\$,000 Property Damage each accident		5
C = (or equivalent No-Fault coverage)	Ti.	Separately stated in each Personal Injury Protection	on Engorsement minus	L
ADDED PERSONAL INJURY PROTECTION		\$ deductible		3
O = (or equivalent added No-Fault coverage)	L	Separately stated in each Added Personal Injury P	rotection Endorsement	\$
PROPERTY PROTECTION INSURANCE		Separately stated in the Property Protection Insur-	ance Endorsement minus	
E = (Michigan only)		\$ deductible for each accident		\$
F = AUTO MEDICAL PAYMENTS INSURANCE		S for Bodily Injury for each Insured		\$
G = UNINSURED MOTORISTS INSURANCE	2	\$ 30 ,000 each accident		S INCL
H = UNINSURED MOTORISTS INSURANCE		Separately stated in the Split Uninsured Motorists	Limits Endorsement	s
PHYSICAL DAMAGE INSURANCE				
J = COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated four as "Dollar Limit", whichever is smallest, mind in item four for each covered auto for all loss ex	is any Deductible shown	<u> </u> s
K = SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated four as "Dollar Limit", whichever is smallest, meach covered auto for loss covered by mischief or	inus \$25 Deductible for	\$
L = FIRE COVERAGE	_	Actual Cash Value, Cost of Repair, or the Stated four as "Dollar Limit", whichever is smallest	Amount shown in item	s
M = FIRE AND THEFT COVERAGE		Actual Cash Value, Cost of Repair, or the Stated four as "Dollar Limit", whichever is smallest	Amount shown in item	s
0 = FIRE, THEFT AND WINDSTORM COVERAGE		Actual Cash Value, Cost of Repair, or the Stated four as "Dollar Limit", whichever is smallest	Amount shown in item	s
P = LIMITED SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated four as "Dollar Limit", whichever is smallest	Amount shown in item	s
R = COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the Stated tour as "Dollar Limit", whichever is smallest, mini in item four for each covered auto	Amount shown in item us any Deductible shown	s
T = TOWING AND LABOR T = (Not available in California)		\$25 for each disablement of a private passenger	auto	s
		`		
		. (Not it	sement Premium ncluded in above age premiums)	\$
			ATED TOTAL PREMIUM	31,252 \$ 13,269

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due re may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium anally based on our rates or premiums in effect at the beginning of each year of the policy.

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FORM C-2015 DECLARATIONS — BUSINESS AUTO POLICY (Continued)



TEM THREE - DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL		DESCRIPTION
1	=	ANY AUTO.
2	=	OWNED AUTOS ONLY. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3	=	OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4	=	OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
5	=	OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own for which you are required to have No-Fault Benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided you are required to have No-Fault Benefits in the state where they are licensed or principally garaged.
6	=	OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own for which, because of the law in the state where they are licensed or principally garaged you are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR for which a premium charge is shown (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
8	=	HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or members of their households.
9	=	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.

Form C-2016 DECLARATIONS— BUSINESS AUTO POLICY (Continued)



Policy No. 91 CLR P22007E

TEM FOUR - SCHEDULE OF COVERED AUTOS YOU OWN

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and Limits Of the Deci	— Absence, larations Lim Added PIP Premium Cav. AO	if any, of a it Column application application and the Med Pay Limit for each leasured Cev. AF	limit entry below plies instead. Unissured Motorists Limit each	Radius of Oper Use: Radius of Oper Use: means that th	ation: ation: e limit entry sh			·
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O of the Deci	Added PIP Premium Cev. AO PPI Premium	Auto Med Pay Limit for each Insured Cev. AF Auto Med Pay	Uninsured Motorists Limit each Accident	Physical Damage		own in the co	orresponding	
AB C	Added PIP Premium Cev. AO PPI Premium	Auto Med Pay Limit for each Insured Cev. AF	Uninsured Motorists Limit each Accident	'	(Mon-Callisian)			
AB C	Premium Cev. AO PPI Premium	Limit for each Insured Cov. AF	Limit each Accident	'	(Mon-Callisian)	T		
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BUSINESS AUTO POLICY

CA 00 01 (Ed. 01 80)

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

- G. "Loss" means direct and accidental damage or loss.
 - H. "Mobile equipment" means any of the following type of land vehicles:
 - Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Rumps; Generators; Air Compressors; Drills; Other similar equipment.
 - Vehicles designed for use principally off public roads.
 - Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
 - 4. Vehicles not required to be licensed.
 - Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.
 - "Property damage" means damage to or loss of use of tangible property.
 - J. "Trailer" includes semitrailer.

PART II - WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO of the declarations shows the autos that are covered autos for each of your coverages. The numerical symbols explained in ITEM THREE of the declarations describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
 - If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
 - But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered **autos** for liability insurance:

- 1. **Trailers** with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- Mobile equipment while being carried or towed by a covered auto.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered **auto** is being transported between any of these places.

U-01346



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CA 00 01 (Ed. 01 80)

PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

- We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

- Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
- Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the insured or in the insured's care, custody or control.
- 7. Bodily injury or property damage resulting from the handling of property:

- Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
- 8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
- Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
 - a. The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
 - Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
 - c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 3. Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY.

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the declarations.
- All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- While a covered auto is away from the state where it is licensed we will:
 - a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
 - b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
- 2. We will not pay anyone more than once for the same elements of loss because of these extensions.

Page 2 of 5

PART V — PHYSICAL DAMAGE INSURANCE

A. WE WILL PAY.

- We will pay for loss to a covered auto or its equipment under:
 - a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
 - b. Specified Perils Coverage. Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism;
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.
 - Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- Loss caused by declared or undeclared war or insurrection or any of their consequences.
- Loss caused by the explosion of a nuclear weapon or its consequences.

- 5. Loss caused by radioactive contamination.
- Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES — THE MOST WE WILL PAY.

- 1. At our option we may:
 - Pay for, repair or replace damaged or stolen property; or
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- The most we will pay for loss is the smaller of the following amounts:
 - The actual cash value of the damaged or stolen property at the time of loss.
 - The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VI — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and

where the **accident** or **loss** happened. **You** must assist in obtaining the names and addresses of any injured persons and witnesses.

- 2. Additionally, you and other involved insureds must:
 - a. Cooperate with us in the investigation, settle-

ment or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

- b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- c. Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.
- 3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:
 - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
 - c. Submit a proof of loss when required by us.
 - d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE.

- 1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
 - a. Is excess while it is connected to a motor vehicle you don't own.
 - b. Is primary while it is connected to a covered auto you own.
 - When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY

- 1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of

- mailing of any notice will be sufficient proof of notice.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US. 4

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

I. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE **INSURANCE ONLY.**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall

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state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — CANCELLATION

CANCELLING THIS POLICY DURING THE POLICY PERIOD applies except as follows:

- A. If we cancel the policy we will mail you notice by certified mail. We will not deliver any notice.
- B. If we cancel when the policy is in effect more than 60 days or for a reason other than nonpayment of premium we will mail you 30 days notice.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
 - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - For which an insuring or bonding company denies coverage or is or becomes insolvent, or
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER -- EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
- Any amount payable under this insurance shall be reduced by:
 - All sums paid or payable under any workers' compensation, disability benefits or similar law, and
 - All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:
 - If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.
- 4. The following Condition is added:

ARBITRATION

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 If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

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- A. The policy does not apply:
 - Under any Liability Coverage, to bodily injury or property damage
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - 3. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories

or possessions or Canada, this exclusion c applies only to property damage to such nuclear facility and any property thereat.

B. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 1 or 2 thereof;

"nuclear facility" means

- 1. any nuclear reactor,
- any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium,
 (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

Changes in Policy Temporary Substitute Autos; Autos Owned by Partners; Vho is Insured



- A. "PART II WHICH AUTOS ARE COVERED AUTOS" is changed by adding the following:
 - D. TEMPORARY SUBSTITUTE AUTOS

Any auto you do not own while used as a temporary substitute for an auto you do own is a covered auto for the same LIABILITY INSURANCE and UNINSURED MOTORISTS INSURANCE as is provided by the policy for the auto you do own, but only if that owned auto is out of normal use because of its breakdown, repair, servicing, loss or destruction.

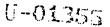
E. AUTOS OWNED BY PARTNERS

If you are a partnership, no auto owned by any of your partners or members of their households is a covered auto for the LIABILITY INSURANCE unless the policy is endorsed to cover that auto as a covered auto and the proper premium is charged.

- B. If your policy is a Garage Policy the following additional changes are made:
 - (1) "WHO IS AN INSURED" of "PART IV LIABILITY INSURANCE" is changed as follows:

The following is added after section b. of part 2, "For Garage Operations Other Than Covered Autos":

- c. Any partner of yours is an insured but only to the extent of his or her liability as your partner.
- (2) "WHO IS AN INSURED" of "PART V GARAGEKEEPERS INSURANCE" is changed by adding the following after section 2:
 - 3. Any partner of yours is an insured but only to the extent of his or her liability as your partner.





Named insured and Address

Policy Number

91 CLR P22007E
is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

AUTO LIABILITY COMPOSITE RATE END.

PREMIUM NUMBER OF POWER UNITS RATE PER UNIT 31,252 R 606 51.57 R 13,269 E 21.89 E

WHEN USED IN A PREMIUM BASIS, PER UNIT MEANS ANY POWER UNIT YOU OWN OR LONG TERM LEASE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, puntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute ilid countersignature of this endorsement.

Authorized Agent

Form G-2240-3 B Printed in USA



Named insured and Address

licy Number CLR P22007E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

INCLUSION OF FELLOW EMPLOYEE COVERAGE

IN CONSIDERATION OF PREMIUM CHARGED IT IS HEREBY AGREED THE FOLLOWING AMENDMENTS ARE APPLICABLE:

AUTO CA0001 PART III PARAGRAPH C IS AMENDED TO DELETE THE FOLLOWING:

4. BODILY INJURY TO ANY FELLOW EMPLOYEE OF THE INSURED ARISING OUT OF OR IN THE COURSE OF HIS OR HER EMPLOYMENT.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, untersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute indicate the declaration of this endorsement.

Countersigned by...

1-0137 Authorized Agent

Form G-2240-3 B Printed in USA

ilicy Number

L CLR P22007E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVIGIONS OF THE POLICY RELATING TO THE FOLLOWING: EMPLOYEE BENEFIT LIABILITY INSURANCE.

AMENDMENT OF CLAIMS MADE PROVISION

IT IS AGREED THAT THE INSURANCE IS AMENDED AS FOLLOWS:

1. PROVISION I, "EMPLOYEE BENEFITS LIABILITY COVERAGE" IS AMENDED BY ADDING THERETO THE FOLLOWING AS THE SECOND PARAGRAPH THEREOF:

IN ADDITION AND SUBJECT TO THE FOREGOING PROVISIONS, A CLAIM FOR DAMAGE SHALL BE CONSIDERED AS BEING FIRST MADE AT THE EARLIER OF THE FOLLOWING TIMES:

- (1) WHEN THE INSURED FIRST GIVES WRITTEN NOTICE TO THE COMPANY OF SPECIFIC CIRCUMSTANCES INVOLVING A PARTICULAR PERSON WHICH MAY RESULT IN A CLAIM FOR DAMAGES; OR
- (2) IN THE EVENT THE POLICY IS CANCELLED OR OTHERWISE TERMINATED AND A NEGLIGENT ACT OR OMISSION, TO WHICH THIS INSURANCE APPLIES, OCCURRED DURING THE PERIOD PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION, THE DATE ON WHICH CLAIM IS MADE IF WITHIN SIXTY DAYS AFTER SUCH CANCELLATION OR TERMINATION AND PROVIDED WRITTEN NOTICE THEREOF IS GIVEN BY THE INSURED TO THE COMPANY AS REQUIRED BY THE PROVISIONS OF THIS INSURANCE.
- THE FOLLOWING SUBDIVISION IS ADDED TO EXCLUSION (A):
 - (5) LIABILITY OF THE INSURED FOR DAMAGES BECAUSE OF ANY NEGLIGENT ACT OR OMISSION WHICH OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE. IF INSURANCE WITH RESPECT TO SUCH LIABILITY IS AFFORDED IN WHOLE OR IN PART UNDER ANY OTHER INSURANCE POLICY (OTHER THAN A POLICY ISSUED BY THE COMPANY) OR UNDER A QUALIFIED PLAN OF SELF INSURANCE.

SF 6-28-84

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, untersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute did countersignature of this endorsement.

Countersigned by./

1-0135H A

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



Definition of Symbols "R" and "E"

	Named Insured and Address
This endorsement forms a part of Policy No	
Effective date Effective hour is the same as stated in the Declarations of the Policy.	·
It is agreed that,	·
 a. the symbol "R" designates the rates and premiums for that in Paragraph 3, Table 1 of the Retrospective Premium Endorsement 	surance which is subject to Retrospective Rating Plan D, as specified in int — Plan D, and
	rance which is not subject to Retrospective Rating Plan D, as specified in
• • • • • • • • • • • • • • • • • • • •	by of the terms, conditions, agreements or declarations of the policy, other
This endorsement shall not be binding unless countersigned by a duly auth	orized agent of the company; provided that if this endorsement takes effect
as of the effective date of the policy and, at issue of said policy, forms a duly authorized agent of the company shall constitute valid countersignature.	part thereof, countersignature on the declarations page of said policy by a ire of this endorsement.
•	•
	Countersigned by
Form L-3859-0 Printed in U.S.A. (NS)	
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Form L-3859-0 Printed in U.S.A. (NS)	



Premium Installment

Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22007 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein.

> Effective date.....7-1-84 named insured as stated herein.

276,049 ORIGINAL INCLUDING LOC 28,448Premium of \$..

It is hereby understood and agreed that the......(Insert "original" or "additional" or "return")

BE PAYABLE IN **TWELVE**installments as outlined in "Schedule of Payments."

(Insert "be payable in" or "reduce the")

	Insert "be payab	ole in" or "reduce the")	SCHEDUL	E OF PAYMENTS		
NO.	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE	-	TOTAL
1	7-1-84	LOC 28,448 34,324	INCL		+ Bookedown	LOC 28,448 34,324
2	8-1-84	21,975	INCL	1,36.11	14. 431	21,975
-3	9-1-84	21,975	INCL	/war hide	1 251	21,975
4	10-1-84	21,975	INCL	Jobis Gan. Liabi Auto:	# 21,9 15	21,975
5	11-1-84	21,975	INCL	1		21,975
-6	12-1-84	21,975	INCL	Deposit	Bredeson	21,975
_7	1-1-85	21,975	INCL	Gen. Lict.	5537	21,975
8_	2-1-85	21,975	INCL		# 34,324	21,975
9	3-1-85	21,975	INCL			21,975
10	4-1-85	21,975	INCL			21,975
11	5-1-85	21,975	INCL			21,975
12	6-1-85	21,975	INCL		·	21,975
TOT	ALS	276,049	· INCL			276,049

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Authorized Agent



licy Number

CLR P22007E

Is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY

AMENDMENT OF CANCELLATION CONDITION

IT IS AGREED THAT UNDER CONDITION 11 OF THE POLICY PROVISIONS, THE SECOND SENTENCE IS AMENDED TO READ AS FOLLOWS:

THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN ITEM 1 OF THE DECLARATIONS, WRITTEN NOTICE STATING WHEN NOT LESS THAN NINETY (90) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE, HOWEVER, IN THE EVENT OF NON-PAYMENT OF PREMIUM, WRITTEN NOTICE STATING NOT LESS THAN 10 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, untersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute documents agent of this endorsement.

Countersigned by

Authorized Agent

Form G-2240-3 B Printed in USA



Named Insured and Address

Policy Number

91 CLR P22007E

is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS HEREBY AGREED AND UNDERSTOOD THAT FOLLOWING ARE ADDED AS ADDITIONAL INSURED.

<u>CITICORP INDUSTRIAL CREDIT, INC.</u> BUT ONLY IN REGARD TO EQUIPMENT LEASE AGREEMENTS WITH NEBRASKA PUBLIC POWER.

MONTGOMERY ELEVATOR COMPANY, AS RESPECTS THE ELEVATOR MAINTENANCE AGREEMENT.

JUNIOR OLDTIMERS CLUB OF NORTH PLATTE, NEBRASKA, AS RESPECTS THE INSTALLATION AND THE MAINTAINENCE OF THE LIGHTS ON THE DAM LOCATED ON LAKE MAHONEY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute lid countersignature of this endorsement.

Countersigned by

Authorized Agent

Form G-2240-3 B Printed in USA

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

IN CONSIDERATION OF A FLAT CHARGE OF \$500 (E) TO BE COLLECTED AT AUDIT, IT IS AGREED THAT AS RESPECTS SURVEYING FOR THE ROUTE OF THE MANDAN LINE, THE PERSONS OR ORGANIZATIONS NAMED BELOW ARE INCLUDED AS ADDITIONAL INSUREDS. BUT ONLY AS RESPECTS THE "UNDERGROUND PROPERTY DAMAGE HAZARD" TO PUBLIC UTILITY LINES NOT OWNED, LEASED, RENTED OR USED BY ANY INSURED COVERED BY THIS POLICY.

NAMES OF PERSONS OR ORGANIZATIONS

CLARK ENGINEERING CO 310 SOUTH LINCOLN ABERDEEN, SD 57401

THE SCHEMMER ASSOC INC PO BOX 216 IROQUOIS, SD 57353

THE SCHEMMER ASSOC INC 10830 OLD MILL RD OMAHA, NE 68154

GERALD F FLANNERY PE-LS RT 2, BOX 61 ELK POINT, SD 57025

VEIGEL ENGINEERING P C PO BOX 937 VALLEY CITY, ND 58072

KBM INC 1604 SO WASHINGTON ST GRAND FORKS, ND 58201 JOHN ROUNDS DBA JOHN ROUNDS DIGGING IROGUOIS, SD 57353

GERALD FLANNERY PE-LS RT 2, BOX 6 A ELK POINT, SD 57025

Named Insured and Address

HOFSOMMER EXCAVATING INC KENT HOFSOMMER OAKES, ND 58474

VERNON L JOHNSON LUVERNE, ND 58056

SCHROEDER LAND SURVEYING 1301 SOUTH 3RD ST NORFOLK, NE

HERITAGE BUILDERS INC VALLEY CITY, ND

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, puntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute id countersignature of this endorsement.

- (e) Comprehensive General Liability Insurance or Completed Operations and Products Liability Insurance, "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others follect as a separate item and remit directly to a governmental livision;
 - Contractual Liability Insurance, "cost" means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- ig) Garage Insurance, "remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of \$100, and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum with respect to Dealer Risks (Hazard 1) or \$5,200 per annum with respect to Non-Dealer Risks (Hazard 2)
 - "Class A" means all clerical office employees
 - "Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile

owned by the named insured; and all salesmen, general managers, service managers and chauffeurs

- "Class C" means all other employees;
- (h) Comprehensive Automobile Liability Insurance,
 - (1) "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
 - (2) "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
 - (3) "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.

NUCLEAR ENERGY LIABILITY EXCLUSION

;

This exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

- I. The policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to badily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - 3) the baddy injury or property damage arises out of the lurnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear

facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to properly damage to such nuclear facility and any property thereat.

- II. As used in this exclusion:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or hyproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insurel at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.



Form 8117

1. Premium All premiums for this policy shall be computed in

accordance with the rompany's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned period) designated in the declarations as the audit period the varied premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such

times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Insured's Duties in the Event of Occurrence, Claim or Suit
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and cir-cumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to h applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced the existence of such other insurance.

When both this insurance and other insurance apply to the on the same basis, whether primary, excess or contingent, the copany shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

- Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company
- 9. Assignment Assignment of interest under this policy shall no bind the company until its consent is endorsed hereon; if, however the named insured shall die, such insurance as is afforded by the policy shall apply (1) to the named insured's legal representative, the named insured, but only while acting within the scope of the named duties as such, and (2) with respect to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the property of the named insured to the nam insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- 10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation be-comes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but to same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company

Michael Wien

U-01.365

Joseff P. Frahm. President

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Hartford	Plaza, Hartford	, Connecticut 06115
INSURER → Co. Code 5	POLICY NO	91 CLR P22009E

3. The advance premium for this policy is as stated below. Insurance is afforded by the Coverage Parts forming a part hereof such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto. SUMMARY OF ADVANCE PREMIUMS COVERAGE PARTS ADVANCE PREMIUMS Comprehensive General Liability Insurance \$ 113 Premises Medical Payments Insurance \$ 1	mi-Annual arterly nthiy
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NEBRASKA PUBLIC POWER DISTRICT Named Insured and Mail Address (No., Street, Town, County, State, Zip Code) 1414 15TH ST., 1414 15TH ST	mi-Annual arterly inthiy is subject to ANCE MIUM
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Policy Period more than one year: Gross Premium \$ Discount \$ Net Premium \$	
Premium is payable: On effective date of Policy \$ 1st Anniversary \$ 2nd Anniversary \$	

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ECTRICAL UTILITY 27 OP 7-1-81

Countersigned by

Employee Benefits Liability Insurance Coverage Part



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	all the terms of the policy relating
Limits of Liability	
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EMPLOYEE BENEFITS LIABILITY COVERAGE

The company will pay on behalf of the insured all sums in excess of the deductible amount which the insured shall become legally obligated to pay as damages on account of any claim against the insured arising out of any negligent act or omission within the United States of America, its territories or possessions, or Canada, in the administration of the named insured's Employee Benefit Programs, provided such claim is first made against the insured during the period this insurance is in force and the insured at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.

The company shall have the right and duty to defend any suit against the insured seeking damages on account of such a claim, even if any of the allegations of the suit are groundless, false or rraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment, on account of one or more claims to which this insurance applies, of judgments or settlements or of sums described in the "Supplementary Payments" provision, or both.

Exclusions

This insurance does not apply to:

- (a) any claim arising out of
 - (1) bodily injury or property damage;
 - (2) any dishonest, fraudulent, criminal or malicious act or out of libel, slander, discrimination or humiliation;
 - (3) the failure of any investment or savings program to perform as represented by an insured;
 - advice given by an insured to an employee to participate or not to participate in any investment or savings program;
- (b) any claim arising out of the failure of the insured, or any insurer, fiduciary, trustee or fiscal agent, to perform any of their obligations or to fulfill any of their guarantees with respect to (i) the payment of benefits under Employee Benefit Programs or (ii) the providing, handling or investment of funds related thereto.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business:
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:
- (d) any employee of the named insured while acting within the scope of his duties in connection with the administration of the named insured's Employee Benefit Programs.

This insurance does not apply to any claim arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. SUPPLEMENTARY PAYMENTS

With respect only to the insurance under the Employee Benefits Liability Coverage, the "Supplementary Payments" provision is amended to read as follows:

Supplementary Payments

The company will pay, as part of and not in addition to, the applicable limit of liability:

 all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (b) premiums on appeal bonds required in any such suit, and premiums on bonds to release attachments in any such suit, for an amount not in excess of the applicable limit of liability of this insurance, but the company shall have no obligation to apply for or furnish any such bonds;
 - reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

IV. LIMITS OF LIABILITY - DEDUCTIBLE

Regardless of the number of (1) insureds under this policy, or (2) claims made or suits brought on account of alleged acts or omissions by an insured, the company's liability is limited as follows:

With respect to this insurance, the limit of liability stated in the Schedule as applicable to "each claim" is the total limit of the company's liability, including liability for all damages and for all costs, expenses and premiums for release of attachment or appeal bonds described in the "Supplementary Payments" provision and incurred in accordance therewith, on account of each claim to which this insurance applies.

For the purpose of applying the limits of the company's liability, all damages claimed by one employee as the result of a series of acts or omissions shall be considered as comprising one claim.

\$1000 shall be deducted from the total amount of damages, exclusive of such costs, expenses and premiums, on account of each claim. All the terms of this insurance apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The limit of liability stated in the Schedule as "aggregate" is, subject to the above provision respecting "each claim", the total limit of the company's liability, including liability for all damages and for all such costs, expenses and bond premiums incurred, on account of all claims to which this insurance applies.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"administration" means

- giving counsel to employees of the named insured including the employees' dependents and beneficiaries with respect to eligibility in or scope of Employee Benefit Programs available to such employee by virtue of his employment by the named insured;
- (2) handling of records in connection with Employee Benefit Programs:
- effecting or terminating enrollment of any employee of the named insured under Employee Benefit Program;

provided all such acts are authorized by the named insured;

"Employee Benefit Programs" means a formal program or programs of employee benefits maintained in connection with the business or operations of the named insured covered by the Bodily Injury and Properly Damage Liability Coverages of this policy, such as but not limited to Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

VI. CONDITIONS

- All of the Conditions of the policy apply to this insurance except "Financial Responsibility Laws" and "Other Insurance".
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the insured, and shall not contribute with any such other insurance.



U-01370

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Comprehensive General Liability Insurance **Coverage Part**



91 CLR P22009E

 J. STOREMENT FOR SERVICE s's Coverage Part forms a part of Policy No.issued by THE HARTFORD INSURANCE GROUP issued by THE HARTFOF apany designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

policy issued to.....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having

Coverages	Advance Pro	emium s		Limi	ts of Liab	llity	·
A — Bodily injury Liability		9,222 R 3,760 E	: .,४-	$\overline{}$	EE L415		
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B — Property Damage Liability	s INCL	UDED		\$,000 each oc	
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(b) Escalators		(e) Landings	(e) Per	Landi	ng	i .	. }
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14 the Policy Period is more than one year, the Premium is Payable:

effective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

conditions and provisions printed on pages CGL-2 and CGL-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by

LULLU Authorized Agent

Comprehensive General Liability Insurance Coverage Part (Continued)

I. COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *Insured* all sums which the *Insured* shall become legally obligated to pay as *damages* because of

Coverage A - bodlly injury or

Coverage B - property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily Injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage ansing out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage ansing out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith:
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- to vodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the *named insured*;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - liability assumed by the insured under an incidental contract or
 - (2) expenses for first aid under the Supplementary Payments provision:

- (h) to bodily injury or property damage for which the insured dindemnitee may be held liable
 - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contibutes to the intoxication of any person:

but part (ii) of this exclusion does not apply with respect to liability of the *insured* or his indemnitee as an owner or lessor described in (2) above;

- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical cr trol:

but parts (2) and (3) of this exclusion do not apply with respectibility under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured ansing out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *named insured's products* or work performed by or on behalf of the *named insured* after such products or work have been put to use by any person or organization other than an insured:

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- q) to property damage included within:
 - the explosion hazard in connection with operations identified this policy by a classification code number which includes the symbol "x",



Comprehensive General Liability Insurance Coverage Part (Continued)

- the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) If the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business:
- (b) If the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) . with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the *named insured* while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

- bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

". LIMITS OF LIABILITY

ardless of the number of (1) insureds under this policy, (2) persons organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A — The total liability of the company for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B — For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.



Named Insured and Address

licy Number

1 CLR P22009E
s endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

ENDORSEMENT FORMS

ENDORSEMENTS FORMING A PART OF COM GEN LIAB L3503-1
L=4910-0 POLLUTION HAZARD EXCLUSION
G2240-3B COMPOSITE RATE ENDT- GENERAL LIAB
G2240-3B EXCLUSION PROPERTY DAMAGE FROM NON SUPPLY OF FUEL OR ENERGY GH76-1
G2240-3B (2) RURAL ELECTRIFICATION GH167
L4128-0 GENERAL LIABILITY AMENDATORY-ADDITIONAL DEFINITION
G2240-3B ADDITIONAL INS ARBORATION
L3064 HEATING & POWER CO

ENDORSEMENTS FORMING A PART OF AUTO LIAB COV PART C2013-0 CA0221(0178) CA2X17(0178) CA9921(0178) C3023-0 G2240-3B-COMPOSITE RATE ENDT AUTO

ENDORSEMENTS FORMING PART OF GL & AUTO G2240-3B AMENDMENT OF CLAIMS PROVISIONS AL57-0 INSTALLMENTS G2240-3B ADDITIONAL INSURED

L4152-0 L4821 L4819 GH532 L3025-0 ADDL INS (2)

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if is endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute it countersignature of this endorsement.

Countersigned by...

Named Insured and Address

v Number

endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS AGREED THAT EACH AND EVERY EXCLUSION FORMING A PART OF THE POLICY AND RELATING TO THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS IS REPLACED BY THE FOLLOWING EXCLUSION:

THE COMPANY SHALL HAVE NO OBLIGATION UNDER THIS POLICY:

- (1) TO INVESTIGATE, SETTLE OR DEFEND ANY CLAIM OR SUIT AGAINST ANY INSURED ALLEGING ACTUAL OR THREATENED INJURY OR DAMAGE OF ANY NATURE OR KIND TO PERSONS OR PROPERTY WHICH ARISES OUT OF OR WOULD NOT HAVE OCCURRED BUT FOR THE POLLUTION HAZARD; OR
- (2) TO PAY ANY DAMAGES, JUDGMENTS, SETTLEMENTS, LOSS, COSTS OR EXPENSES THAT MAY BE AWARDED OR INCURRED BY REASON OF ANY SUCH CLAIM OR SUIT OR ANY SUCH INJURY OR DAMAGE, OR IN COMPLYING WITH ANY ACTION AUTHORIZED BY LAW AND RELATING TO SUCH INJURY OR DAMAGE.

TO THE CORROSIVE, TOXIC OR OTHER HARMFULL PROPERTIES OF ANY SOLID, LIQUID, GASEOUS OR THERMAL POLLUTANTS, CONTAMINANTS, IRRITANTS OR TOXIC SUBSTANCES, INCLUDING SMOKE, VAPORS, SOOT, FUMES, ACIDS OR ALKALIS, AND WASTE MATERIALS CONSISTING OF OR CONTAINING ANY OF THE FOREGOING.

ACCEPTED BY:

Furt M. Ballfor

TITLE:

7/2/25

L 4910-0

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, tersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute countersignature of this endorsement.

Countersigned by....



Named Insured and Address

licy Number

Ø CLR P220U9E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

COMPOSITE RATE GENERAL LIABILITY

IT IS AGREED THAT THE PREMIUM FOR THE INSURANCE AFFORDED BY THE POLICY FOR GENERAL LIABILITY IS PER 100. OF WORKERS COMPENSATION PAYROLL.

THE PREMIUM STATED IN T DECLARATIONS IS AN ESTIMATED PREMIUM ONLY UPON TERMINITION OF THE POLICY, THE EARNED PREMIUM SHALL BE COMPUTED BY APPLYING THE RATES SHOWN IN THE SCHEDULE BELOW FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY PER 100. OF WORKERS COMPENSATION PAYROLL. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY, IF LESS, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY THE INSURED. THE NAMED INSURED SHALL MAINTAIN RECORDS OF THE INFORMATION NECESSARY FOR PREMIUM COMPUTION ON THE BASIS STATED HEREIN, AND SHALL SEND COPIES OF SUCH RECORDS TO THE COMPANY AT THE END OF THE POLICY TERM.

ESTIMATED PAYROLL

RATE PER 100, OF PAYROLL

ADVANCE PREMIUM

54,966,000

BI .4534 R PD INCL

249,222 R

,2070 E

113,760 E

INCLUDES COVERAGE FOR EXPLOSION, COLLAPSE & UNDERGROUND HAZARDS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if is endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute 1 countersignature of this endorsement.

0-01376

Countersigned by...

EXCLUSION - PROPERTY DAMAGE FROM NON-SUPPLY OF FUEL OR ENERGY



Named Insured and Address

dien	Number	
"IICV	Number	

endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein. and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endl. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

- The insurance does not apply to property damage arising out of the failure or inability of the insured to supply fuel or energy to any or all of its customers unless such failure or inability results from sudden and accidental physical injury to or destruction of tangible property of the insured or of any supplier of fuel or energy to the insured.
- As used in this endorsement, "fuel or energy" means coal, oil, gas, gasoline, electricity or any other product or natural resource used as a source of heat, power or energy.

Nothing herein contained shall be held to vary, waive, after, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form GH-76-1

Authorized Agent

RURAL ELECTRIFICATION COOPERATIVE ENDORSEMENT (TEXAS)



Named Insured and Address

This endorsement forms a part of Policy No	
issued by THE HARTFORD INSURANCE GROUP company designate	
therein, and takes effect as of the effective date of said policy unles	
another effective date is stated herein.	

Effective date12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

- I. THE INSURER AGREED WITH THE RURAL ELECTRIFICATION ADMINISTRATION THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:
 - A. THE COMPANY AGREES THAT IT WILL NOT USE, EITHER IN THE ADJUSTMENT OF CLAIMS OR IN THE DEFENSE OF SUITS AGAINST THE INSURED, THE IMMUNITY OF THE INSURED FROM TORT LIABILITY, UNLESS REQUESTED BY THE INSURED TO INTERPOSE SUCH DEFENSE.
 - B. THE INSURED AGREES THAT THE WAIVER OF THE DEFENSE OF IMMUNITY SHALL NOT SUBJECT THE COMPANY TO LIABILITY FOR ANY PORTION OF A CLAIM, VERDICT OR JUDGMENT IN EXCESS OF THE LIMIT OF LIABILITY STATED IN THE POLICY.
 - C. THE COMPANY AGREES THAT IF THE INSURED IS RELIEVED OF LIABILITY BECAUSE OF ITS IMMUNITY, EITHER BY INTERPOSITION OF SUCH DEFENSE AT THE REQUEST OF THE INSURED OR BY VOLUNTARY ACTION OF A COURT, THE INSURANCE APPLICABLE TO THE INJURIES ON WHICH SUCH SUIT IS BASED, TO THE EXTENT TO WHICH IT WOULD OTHERWISE HAVE BEEN AVAILABLE TO THE INSURED, SHALL APPLY TO OFFICERS AND EMPLOYEES OF THE INSURED IN THEIR CAPACITY AS SUCH; PROVIDED, THAT ALL DEFENSES, OTHER THAN IMMUNITY FROM TORT LIABILITY, WHICH WOULD BE AVAILABLE TO THE COMPANY BUT FOR SAID IMMUNITY IN SUITS AGAINST THE INSURED OR AGAINST THE COMPANY UNDER THE POLICY, SHALL BE AVAILABLE TO THE COMPANY WITH RESPECT TO SUCH OFFICERS AND EMPLOYEES IN SUITS AGAINST SUCH OFFICERS AND EMPLOYEES OR AGAINST THE COMPANY UNDER THE POLICY.
- II. THE INSURED ALSO AGREES WITH THE RURAL ELECTRIFICATION ADMINISTRATION AS FOLLOWS:

FORM GH-167-0
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent

U-01378

Form AL-8-1 B Printed in U.S.A. ISO:



Named Insured and Address

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- B. CHANGES IN POLICY FORMS OR EMDORSEMENTS AS A RESULT OF APPROVAL OF A REGULATORY AUTHORITY WILL BE SUBMITTED TO THE RURAL ELECTRIFICATION ADMINISTRATION.
- C. THAT IT WILL MAIL TO SAID ADMINISTRATION, AT LEASE TEN DAYS BEFORE THE EFFECTIVE DATE THEREOF, NOTICE OF CANCELLATION OR TERMINATION OF SAID POLICY.
- D. THAT EACH ENDORSEMENT SUBSEQUENTLY ISSUED WILL BECOME A PART OF SAID ORIGINAL POLICY.

G-1167
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..../

Authorized Agent

General Liability Amendatory Endorsement — Additional Definition



Named Insured and Address

This endorsement forms a part of Policy issued by THE HARTFORD INSURANCE (therein, and takes effect as of the effective another effective date is stated herein.	GROUP company designated
Effective dateas stated in the Declarations of the Policy.	

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Julian Suntain Authorized Agent

Form L-4128-0 Printed in U.S.A. (ISO: GL 00 19 07 78)



Named Insured and Address

olicy Number

約1 CLR P22009E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS AGREED THAT THE NAMED INDIVIDUALS WILL BE ADDITIONAL INSUREDS ONLY AS RESPECTS THEIR OPERATIONS FOR AND IN BEHALF OF THE NAMED INSURED, AND ONLY WHILE ENGAGED IN THE ACTIVITY OF ARBORATION OR REMOVAL OF SIMILAR OBSTRUCTIONS IN THE CONSTRUCTION AND/OR MAINTENANCE OF POWER EQUIPMENT OF FACILITIES.

· FOREMEN

CLARENCE WILLS TOM SCHLENDER JOHN LUEDTKE LICENSED ARBORISTS

& APPRENTICES

DAVID TRAVER
JOE DOWNS
DOUGLAS MILLER

ROY HERNANIEZ JEFFREY LEE RICHARD BAACK RANDY KEISER D. PAT ADAMS

NON LICENSED TRIMMERS

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if his endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute a countersignature of this endorsement.

Countersigned by.,

Authorized Agent

Form G-2240-3 B Printed in U.S.A.

BECHER-CURRY COMPANY 91 0284



NEBRASKA PUBLIC POWER DISTRICT

1414 15TH ST

COLUMBUS, NE 68601

icy Number

91 CLR P22009E

is endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 7-1-85

Effective hour is the same as stated

Endt. No.

in the Declarations of the policy.

IT IS HEREBY AGREED AND UNDERSTOOD CITY OF NORFOLK IS ADDITIONAL INSURED BUT ONLY ON REGARD TO RETAIL POWER DISTRIBUTION AGREEMENT.

NO PREM. ADJ. NECESSARY

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or seclarations of the policy, other than as herein stated.

his endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if is endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, suntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

RB/MH 8-23-85

Form G-2240-3 A Printed in U.S.A.

HEATING AND POWER COMPANIES

(Products Hazard Interpretation)

Named Insured and Address

This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that electricity, gas or steam furnished or supplied by electric light and power, gas, steam heating or power companies or cooperatives shall not be deemed to be "goods or products" subject to the provisions of the policy relating to the *products hazard*.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy at a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



THE HARTFORD

Form L-3064-0 Printed in U. S. A. 7-'66 (NBCU: G 407)



Named Insured and Address

clicy Number 91 CLR P22009E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

IT IS HEREBY AGREED AND UNDERSTOOD THAT FOLLOWING ARE ADDED AS ADDITIONAL INSURED.

<u>CITICORP INDUSTRIAL CREDIT, INC.</u> BUT ONLY IN REGARD TO EQUIPMENT LEASE AGREEMENTS WITH NEBRASKA PUBLIC POWER.

MONTGOMARY ELEVATOR COMPANY, AS RESPECTS THE ELVATOR MAINTENANCE AGREEMENT.

JUNIOR OLDTIMERS CLUB OF NORTH PLATTE, NEBRASKA, AS RESPECTS THE INSTALLATION AND THE MAINTENANCE OF THE LIGHTS ON THE DAM LOCATED ON LAKE MAHONEY.

CITY OF NEW YORK, BUT ONLY IN REGARD TO RETAIL POWER DISTRIBUTION AGREEMENT.

See End, #2 next Rege

one

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute a countersignature of this endorsement.

Countersigned by 4/

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



Named Insured and Address

COLUMBUS, NE 68601

1414 15TH ST.

NEBRASKA PUBLIC POWER DISTRICT

gicy Number

6 CLR P22009E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-85

Effective hour is the same as stated in the Declarations of the policy.

AMENDED

Endt. No.

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE FOLLOWING ARE ADDED AS ADDITIONAL INSURED.

CITICORP INDUSTRIAL CREDIT, INC., BUT ONLY IN REGARD TO EQUIPMENT LEASE AGREEMENTS WITH NEBRASKA PUBLIC POWER.

MONTGOMARY ELEVATOR COMPANY, AS RESPECTS THE ELEVATOR MAINTENANCE AGREEMENT.

JUNIOR OLDTIMERS CLUB OF NORTH PLATTE, NEBRASKA, AS RESPECTS THE INSTALLATION AND THE MAINTENANCE OF THE LIGHTS ON THE DAM LOCATED ON LAKE MAHONEY.

CITY OF YORK, BUT ONLY IN REGARD TO RETAIL POWER DISTRIBUTION AGREEMENT.

CITY OF NORFOLK, BUT ONLY IN REGARD TO RETAIL POWER DISTRIBUTION AGREEMENT.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute indicate the declaration of this endorsement.

DB/BL 09-05-85

Countersigned by...

19 9**7-**01₇86

Authorized Agent

Form G-2240-3 B Printed in U.S.A.



Named Insured and Address

ຳclicy Number

L CLR P22009E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING: EMPLOYEE BENEFIT LIABILITY INSURANCE

AMENDMENT OF CLAIMS MADE PROVISION

IT IS AGREED THAT THE INSURANCE IS AMENDED AS FOLLOWS:

1. PROVISION I, "EMPLOYEE BENEFITS LIABILITY COVERAGE" IS AMENDED BY ADDING THERETO THE FOLLOWING AS THE SECOND PARAGRAPH THEREOF:

IN ADDITION AND SUBJECT TO THE FOREGOING PROYISIONS, A CLAIM FOR DAMAGE SHALL BE CONSIDERED AS BEING FIRST MADE AT THE EARLIER OF THE FOLLOWING TIMES:

- (1) WHEN THE INSURED FIRST GIVES WRITTEN NOTICE TO THE COMPANY OF SPECIFIC CIRCUMSTANCES INVOLVING A PARTICULAR PERSON WHICH MAY RESULT IN A CLAIM FOR DAMAGES; OR
- (2) IN THE EVENT THE POLICY IS CANCELLED OR OTHERWISE TERMINATED AND A NEGLIGENT ACT OR OMISSION, TO WHICH THIS INSURANCE APPLIES, OCCURRED DURING THE PERIOD PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION, THE DATE ON WHICH CLAIM IS MADE IF WITHIN SIXTY DAYS AFTER SUCH CANCELLATION OR TERMINATION AND PROVIDED WRITTEN NOTICE THEREOF IS GIVEN BY THE INSURED TO THE COMPANY AS REQUIRED BY THE PROVISIONS OF THIS INSURANCE.
- 2. THE FOLLOWING SUBDIVISION IS ADDED TO EXCLUSION (A):
 - (5) LIABILITY OF THE INSURED FOR DAMAGES BECAUSE OF ANY NEGLIGENT ACT OR OMISSION WHICH OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE, IF INSURANCE WITH RESPECT TO SUCH LIABILITY IS AFFORDED IN WHOLE OR IN PART UNDER ANY OTHER INSURANCE POLICY (OTHER THAN A POLICY ISSUED BY THE COMPANY) OR UNDER A QUALIFIED PLAN OR SELF INSURANCE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if his endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute it countersignature of this endorsement.

Countersigned	by
J	Authorized Agent

Premium Installment



Named Insured and Address

91 CLR P22009E This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein. 7-1-85

named insured as stated herein. OR IGINAL 428,167 INCLUDING LOC **ORIGINAL** It is hereby understood and agreed that the(Insert "original" or "additional" or "return") BE PAYABLE IN TWELVE installments as outlined in "Schedule of Payments." (Insert "be payable in" or "reduce the") SCHEDULE OF PAYMENTS BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO AUTO PHYSICAL DUE DATE NO. TOTAL DAMAGE OF PAYMENT LOC 37,422 LOC 37,422 7-1-85 46,720 INCL 46,720 8-1-85 31,275 2 INCL 31,275 33,507 9-1-85 31,275 3 INCL 31,275 Z///3 10-1-85 31,275 INCL 31,275 11-1-85 31,275 . 5 INCL 31,275 12-1-85 31,275 6 INCL 31,275 1-1-86 31,275 7 INCL 31,275 2-1-86 31,275 8 INCL 31,275 3-1-86 31,275 9 INCL 31,275 4-1-86 31,275 10 INCL 31,275 5-1-86 31,275 INCL 11 <u>31,2</u>75 6-1-86 *31,275* 12 INCL 31,275 **TOTALS** 428, 167

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

INCL

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

> Countersigned by I find the countersigned by Authorized Agent

428,167

Amendment — Limits of Liability (Single Limit)



Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22009E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

..... Effective hour is the same as stated in the Declarations of the policy.

the following:
— (Coverage Part "CGL")
(Coverage Part "CO/PR")
— (Coverage Part "MC")
— (Coverage Part "OLT")
— (Coverage Part "K")
— (Coverage Part "OCP")

SCHEDULE

The limit of the company's liability against the following coverages, as afforded under the provisions of each Coverage Part designated by symbol herein, shall be as stated herein, subject to all the terms of this endorsement and the policy having reference thereto.

Coverages	Coverage Parts	Limits of Liability
	CGL	\$ 1,000 each occurrence
illy Injury Liability and Property Damage Liability	CGL	$\$^1,000_{00}$ aggregate — Division 1
•	· .	\$,000 aggregate — Division 2
Bodily Injury Liability and Property Damage Liability	CGL	\$1,00,000 each occurrence

Division 1 — Applicable to damages because of bodily injury and property damage as specified in paragraph (b) in the "Limits of Liability" provision of this endorsement.

Division 2 -- Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the "Limits of Liability" provision of this endorsement.

It is agreed that, with respect to each of the Coverage Parts designated in the Schedule of this endorsement, the "Limits of Liability" provision thereof is amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or mobile equipment to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability Coverage

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury, including damages for care and loss of services, and all property damage as the result of any one occurrence; provided that, with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

- (b) The limit of liability, if any, stated in the Schedule of this endorsement as "aggregate **Division 1**" is, subject to provision (a) hereof respecting "each **occurrence**", the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all **bodily Injury** and **property damage** which is included in any of the numbered subparagraphs below and, in subparagraph (3), with respect either to the **bodily Injury** or **property damage**, or to the **bodily Injury** and **property damage** (within one or both the hazards identified therein) for which insurance is actually afforded under at least one such Coverage Part:
 - all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts
 basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but
 excluding property damage included in subparagraph (2) below;
 - (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural afterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
 - (4) all property damage for which liability is assumed under any contract, other than an incidental contract, to which the Contractual Liability Insurance, if afforded, applies.

Such "aggregate - Division 1" limit shall apply separately:

- (i) to the **property damage** included in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the **named Insured**;
- (ii) to the sum of the damages for all **bodily injury** and **property damage** included in subparagraph (3) and for which insurance, if any, is afforded as stated in paragraph (b) above;
- (iii) to the **property damage** included in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the **named insured**.
- (c) The limit of liability, if any, stated in the Schedule of this endorsement as "aggregate Division 2" is, subject to provision (a) hereof respecting "each occurrence", the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage.

For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence......

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned	by
•	Authorized Agent

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Amendatory Endorsement — Limitation of Coverage Special Broad Form Comprehensive General Liability Insurance



in olicy		
<i>ু</i> 91	CLR	P22009E

This endorsement forms a part of the policy as numbered herein, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated in Form L-4819.

It is agreed that Form L-4819 is amended to delete the provision or provisions of such form indicated below by the entry of the word "deleted" in the box or boxes next to the caption of such provision or provisions. Form L-4819 shall be applied as if the provision or provisions so identified were not contained therein.

Provision No.	on Box	Captions of Provisions Shown in Form L-4819
I. II. III. IV. V.	C C	Contractual Liability Coverage Personal Injury and Advertising Injury Liability Coverage Premises Medical Payments Coverage Liquor Liability Coverage Fire and Explosion Legal Liability Coverage — Real Property
VI. VII. VIII. IX. X.		Broad Form Property Damage Liability Coverage (Including Completed Operations) Incidental Medical Malpractice Liability Coverage Non-Owned Watercraft Liability Coverage (Under 51 Feet in Length) Limited Worldwide Liability Coverage Additional Persons Insured
XI. XII. XIII. YIV.		Extended Bodily Injury Coverage Automatic Coverage — Newly Acquired Organizations (180 Days) Alienated Premises Coverage Snowmobile Liability Coverage Explosion, Collapse and Underground (X, C & U) Property Damage Liability Coverage
XVI. XVII. XVIII. XIX. XX.	[] [DELETED] [AMENDED] []	
XXI.		Liberalization Provision

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Special Broad Form Comprehensive **General Liability Endorsement**



Policy Number CLR P22009E

s endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Named Insured and Address

This endorsement modifies su	uch insurance a	s is	afforded	by t	he provisions	of the	policy	relating	to the	following:
•	COMODENEN	^».r	- CENEDA		LADU ITY INO	15.4.16				

·	:DOLE
COVERAGE	LIMIT OF LIABILITY
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY	Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein: aggregate.
PREMISES MEDICAL PAYMENTS COVERAGE	\$5,000 each person unless otherwise indicated herein: <pre></pre>
E AND EXPLOSION LEGAL LIABILITY COVERAGE	\$100,000 per occurrence unless otherwise indicated herein. \$ per occurrence.
PREMIU	M BASIS
% of the total Comprehensive General Liability Bodily Injury and Property Damage	\$ Advance Premium
Premium as otherwise determined.	\$ Minimum Premium

The conditions and provisions printed on pages SBF-2 thru SBF-8 of this form are hereby referred to and made a part hereof.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
 - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
 - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or failure to render professional services by such insured, including
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (b) supervisory, inspection or engineering services;
 - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
 - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies: Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING IN-JURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- to liability assumed by the insured under any contract or agreement with respect to personal injury or advertising injury arising out of an offense committed prior to the effective date of such contract or agreement;
- (2) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (3) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (4) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

- (5) to personal injury arising out of discrimination or humiliation directly or indirectly related to the employment or prospective employment of any person or persons by any insured;
- (6) to advertising injury arising out of
- this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

- "Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:
- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;

- except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury;
- (4) discrimination or humiliation not intentionally committed by or at the direction of the insured or any executive officer, director, stockholder, partner or member thereof, but only with respect to injury to the feelings or reputation of a natural person.
- (E) The following additional condition applies:
- Arbitration

With respect to liability for personal injury or advertising injury assumed by the insured under any contract or agreement, the company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to **bodily injury**

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any

- prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- (b) the operation or use of any snowmobile or trailer designed for use therewith;
 - (i) owned or operated by or rented or loaned to any insured, or
 - (ii) operated by any person in the course of his employment by any insured:
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any watercraft owned or operated by or rented or loaned to any insured, or
 - (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises:

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

- (1) included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than
 - (a) maintenance and repair of the **insured** premises, or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving

alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$5,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall

not exceed the limit of **bodily injury** liability stated in the policy as applicable to "each **occurrence".**

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. LIQUOR LIABILITY COVERAGE

Exclusion (h) is deleted.

V. FIRE AND EXPLOSION LEGAL LIABILITY COV-ERAGE — REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire or explosion

- (A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form) and exclusion (a), are deleted.
- (B) The limit of property damage liability as respects this Fire and Explosion Legal Liability Coverage Real Property is \$100,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

(C) The Fire and Explosion Legal Liability Coverage — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for **property damage** liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
 - to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;
 - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) to tools or equipment while being used by the insured in performing his operations.
 - (c) to property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**,
 - (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
 - (3) with respect to the completed operations hazard and with respect to any classifica-

tion stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIA-BILITY COVERAGE

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVER-AGE (Under 51 Feet in Length)

Exclusion (e) does not apply to any watercraft under 51 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons for a charge.

Where the **insured** is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

This insurance applies only to bodily injury, property damage, personal injury or advertising injury which occurs within the policy territory.

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Form L-4819-0 (Ed. 2/83) Printed in U.S.A. (NS)

"Policy Territory" means:

- (A) the United States of America, its territories or possessions, or Canada; or
- (B) international waters or air space, provided the bodily injury, property damage, personal injury, or advertising injury does not occur in the course of travel or transportation to or from any other country, state or nation; or
- (C) anywhere in the world provided the original suit for damages is brought against the **insured** within the territory designated in (A) above.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse Partnership If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
 - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (180 Days)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury and advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 180 days from the date any such organization is acquired or formed by the named insured.

XIII. ALIENATED PREMISES COVERAGE

Exclusion (I) is deleted.

XIV. SNOWMOBILE LIABILITY COVERAGE

Exclusion (c) (2) is deleted with respect to **bodily injury** or **property damage** arising out of the operation or use of a snowmobile or trailer designed for use therewith provided that such **bodily injury** or **property damage** arises out of the conduct of the **named insured's** business.

XV. EXPLOSION, COLLAPSE AND UNDERGROUND (X, C & U) PROPERTY DAMAGE LIABILITY COVERAGE

Exclusion (q) is deleted.

XVI. AMENDMENT OF SUPPLEMENTARY PAY-MENTS PROVISION

The Supplementary Payments provision with respect to "reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day" is amended by substituting the amount of "\$100 per day" for "\$25 per day".

XVII. ADDITIONAL PERSONS INSURED — REQUIRED BY CONTRACT OR BY ISSUANCE OF A PERMIT

(A) The "Persons Insured" provision is amended to include as an insured any person, organization, trustee, estate or governmental entity to whom or to which the named insured is obligated, by virtue of a written contract or agreement or by virtue of the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to:

- operations performed by or on behalf of the named insured or facilities owned or used by the named insured, and
- (2) then only for the limits of liability specified in such contract or agreement,

but in no event for limits of liability in excess of the applicable limits of liability of this policy, provided that

- (a) such person, organization, trustee, estate or governmental entity shall be an insured only with respect to occurrences taking place after such written contract or agreement has been executed or such permit has been issued, and
- (b) 1) the name of such person, organization, trustee, estate or governmental entity has been furnished to the company as of the effective date of the policy, or
 - A) such contract or agreement takes effect or such permit is issued during the policy period, and
 - B) the named insured notifies the company, within 180 days after the effective date of the contract or agreement or the issuance date of the permit, of the date as of which such person, organization, trustee, estate or governmental entity shall be included as an insured.
- (B) With respect to any such person, organization, trustee, estate or governmental entity included as an insured by virtue of this provision, the first named insured is authorized to act on behalf of such an insured with respect to all matters relating to this policy. Such matters include the giving and receiving of notice of cancellation or non-renewal, and the making of changes in the policy terms with the company's consent; provided, however, this shall not relieve an insured of the duties set forth in Condition 4 (Insured's Duties in the Event of Occurrence, Claim or Suit) of the policy. For the purpose of this provision, "First Named Insured" means the person or organization first named in Item 1 of the declarations of the policy.

XVIII. NON-OWNED AIRCRAFT LIABILITY COVERAGE (WITH PAID CREW)

Notwithstanding exclusion (b), Non-Owned Aircraft Liability Coverage is provided on condition that such aircraft is hired, chartered or loaned with a paid crew and is not owned by any insured.

Where the **insured** is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

XIX. AMENDMENT OF CANCELLATION CONDITION

The condition entitled "Cancellation" is deleted and replaced by the following:

CANCELLATION

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured**, at the address shown in this policy, written notice stating when not less than 90 days thereafter such cancellation shall be effective; provided that, if the **named insured** fails to discharge when due any of its obligations in connection with the payment of premium for this policy or any installment thereof, this policy may be cancelled by the company by mailing to the named insured written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured or the company cancels, earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XX.INSURED'S DUTIES IN THE EVENT OF OCCUR-RENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:

- (A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.
- (B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or his representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

XXI. LIBERALIZATION PROVISION

If the company files any forms, endorsements, rules or regulations (for use with this insurance program) while this insurance is in force which could broaden or extend it without an additional premium charge, such insurance as is afforded hereunder shall be so extended or broadened effective immediately upon approval or acceptance of such revision during the endorsement period by the appropriate insurance supervisory authority.



Additional Insureds — Employees (Broad Form)

Policy Number
91 CLR P22009E

This endorsement forms a part of the policy as numbered herein, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another date is stated if Form L-4819.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse Partnership If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - (1) to **bodily** injury to another employee of the **named insured** arising out of the rendering of or the failure to render professional medical, dental or nursing services by or at the direction of the employee;
 - (2) personal injury to another employee of the named insured arising out of or in the course of his employment:
 - (3) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (4) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersianed by ...

Authorized Agent

0-0139

ADDITIONAL INSURED

(Premises Leased to the Named Insured)



THE HARTFORD

Named Insured and Address

91 CLR P22u09E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

			¥ 1011111	*1119
Designation of Premises (Part Leased to Named Insured)	Name of Pers (Additi	son or Organization onal Insured)	Bodily Injury Liability	Property Damage Liability
1200 N ST LINCOLN, NE	NELSON &	HARDY	INCL	INCL

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by ..

Authorized Agent

Premiums

ADDITIONAL INSURED

(Premises Leased to the Named Insured)



THE HARTFORD

Named Insured and Address

cy Number

🧬 91 CLR P22009E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- 2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated

SCHEDULE

Premiums

Designation of Premises (Part Leased to Named Insured)

Name of Person or Organization (Additional Insured) Bodily Injury Liability Property Damage Liability

230 KV TRANSMISSION LINE FORT RANDALL TO COLUMBUS, NE

NEBRASKA ELECTRIC GENERATION INCL AND TRANSMISSION CORP., INC INCL

230 KV SUBSTATION AT COLUMBUS NE TERMINAL

33 MILES OF LINES BETWEEN MISSION, SD TO VALENTINE, NE

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



Business Auto Coverage Part

·	91 CLR P22009E	
sued to form a part of Policy No.,	to be effective	_at the hour stated in the policy. The Stock Insurance
ompany providing this insurance is	shown on the Declarations Page of such policy as the "Insurer."	

This Coverage Part is not binding unless countersigned by a duly authorized agent of ours; but if it takes effect as of the effective date of the policy of which this Coverage Part forms a part then countersignature on the Declarations Page of that policy by a duly authorized agent of ours is valid countersignature of this Coverage Part.

All of the provisions, conditions and other terms of this BUSINESS AUTO COVERAGE PART shall apply only as specified herein and none of the provisions, conditions and other terms of the policy of which this BUSINESS AUTO COVERAGE PART forms a part shall apply to insurance hereunder unless otherwise stated herein. Hereafter, any use of the word "policy" in this BUSINESS AUTO COVERAGE PART (or any endorsement forming a part of, changing or applicable to this BUSINESS AUTO COVERAGE PART."

DECLARATIONS — BUSINESS AUTO COVERAGE PART

ITEM ONE — NAMED INSURED AND ADDRESS

This BUSINESS AUTO COVERAGE PART is completed by:

(a) this Declarations Form C-2013,

Form C-2014.

Form C-2015,

Form C-2016,

- (b) its provisions and conditions printed in Form CA00010180
- (c) any Endorsements issued to form a part of it.

Form Numbers of Endorsement forming part of this BUSINESS AUTO COVERAGE PART on the above effective date:

SEE G2240-3B ENDORSEMENT

Countersigned by

Authorized Agent ance Services Office, 1977, 1979. U-01102

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Form C-2013-0 Printed in U.S.A. (NS)

(Continued on Form C-2014)

BECHER-CURRY COMPANY 910284



1414 15TH ST

COLUMBUS, NE 68601

Rolicy Number

91 CLR 22009E

.iis endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

07-01-85

Endt. No.

Effective hour is the same as stated in the Declarations of the policy.

NOTED FEB 12 1986 D. M. Blatchford

CHANGES ARE MADE PER AMENDED FORM C2014-0

NO PREMIUM ADJUSTMENT NECESSARY

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

is endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, untersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

NK/MH 01-31-86

Countersigned by ... A. L. Cleann

NEBRASKA PUBLIC POWER DISTRICT

// EXP UY/01-86

Authorized Agent

Form G-2240-3 A Printed in U.S.A.

Form C-2014

DECLARATIONS — BUSINESS AUTO POLICY (Continued) ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS

THE HARTFORD

Policy No.	91	CLR	22009E
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s policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as cered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the average.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (Absence of a limit entry means that the limit entry shown, if any, in item four applies instead)	ESTIMATED PREMIUM
AA = LIABILITY INSURANCE	1	\$1,000 ,000 each accident	35,135 \$ 30.050
AB = LIABILITY INSURANCE		\$,000 Bodily Injury each person \$,000 Bodily Injury each accident \$,000 Property Damage each accident	s
AC = PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	N.	Separately stated in each Personal Injury Protection Endorsement minus deductible	s
AD = ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement	s
PROPERTY PROTECTION INSURANCE (Michigan only)	·	Separately stated in the Property Protection Insurance Endorsement minus deductible for each accident	s
AF = AUTO MEDICAL PAYMENTS INSURANCE		\$ for Bodily Injury for each Insured	S
AG = UNINSURED MOTORISTS INSURANCE	2	\$ 50 ,000 each accident	\$ INCL
H = UNINSURED MOTORISTS INSURANCE		Separately stated in the Split Uninsured Motorists Limits Endorsement	\$
PHYSICAL DAMAGE INSURANCE = COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in Item four as "Dollar Limit", whichever is smallest, minus any Deductible shown in Item four for each covered auto for all loss except fire or lightning	s
K = SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in Item four as "Dollar Limit", whichever is smallest, minus \$25 Deductible for each covered auto for loss covered by mischief or vandalism	\$
AL = FIRE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	\$
M = FIRE AND THEFT COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	s
$AO = \frac{\text{FIRE, THEFT AND WINDSTORM}}{\text{COVERAGE}}$		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	S
AP = LIMITED SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	\$.
R = COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in Item four as "Dollar Limit", whichever is smallest, minus any Deductible shown in Item four for each covered auto	s
TOWING AND LABOR (Not available in California)		\$25 for each disablement of a private passenger auto	\$
	1	Endorsement Premium (Not included in above Coverage premiums)	s
		ESTIMATED TOTAL PREMIUM	35,135. \$ 30,050.

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began.

"We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due nay examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium is be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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NK/MH 01-31-86

EXP 07-01-86 -01404

Form C-2014

DECLARATIONS — BUSINESS AUTO POLICY (Continued) ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS

THE HARTFORD

Policy No ...

"is policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as wered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the wverage.

, verage.	•		
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	LIMIT THE MDST WE WILL PAY FOR ANY ONE ACCIDENT OR LDSS (Absence of a limit entry means that the limit entry shown, if any, in Item four applies instead)	ESTIMATED PREMIUM
AA = LIABILITY INSURANCE	1 _	\$ 500 ,000 each accident	35,135 \$ 30,050
B = LIABILITY INSURANCE		\$,000 Bodily Injury each person \$,000 Bodily Injury each accident \$,000 Property Damage each accident	s
C = PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury Protection Endorsement minus deductible	\$
$D = \frac{\text{ADDED PERSONAL INJURY PROTECTION}}{\text{(or equivalent added No-Fault coverage)}}$		Separately stated in each Added Personal Injury Protection Endorsement	S
$AE = \frac{PROPERTY PROTECTION INSURANCE}{(Michigan only)}$		Separately stated in the Property Protection Insurance Endorsement minus deductible for each accident	\$
AF = AUTO MEDICAL PAYMENTS INSURANCE		\$ for Bodlly Injury for each Insured	\$
AG = UNINSURED MOTORISTS INSURANCE	2	\$ 30 ,000 each accident	\$ INCL
H = UNINSURED MOTORISTS INSURANCE		Separately stated in the Split Uninsured Motorists Limits Endorsement	s
PHYSICAL DAMAGE INSURANCE			
= COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest, minus any Deductible shown in item four for each covered auto for all loss except fire or lightning	s
AK = SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest, minus \$25 Deductible for each covered auto for loss covered by mischief or vandalism	\$
AL = FIRE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	s
AM = FIRE AND THEFT COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	s
$\lambda_0 = \frac{\text{Fire, Theft and Windstorm}}{\text{Coverage}}$		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	\$
AP = LIMITED SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	\$
AR = COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest, minus any Deductible shown in item four for each covered auto	\$
TOWING AND LABOR (Not available in California)		\$25 for each disablement of a private passenger auto	\$
	ي حري	Endorsement Premium (Not included in above Coverage premiums) ESTIMATED TOTAL PREMIUM	s
		ESTIMATED TOTAL PREMIUM	35,135 \$ 30,050

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and u will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium all be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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NEBRASKA PUBLIC POWER DISTRICT

1414 15TH ST.

COLUMBUS, NE 68601

icy Number

inis endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-85

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

CHANGES ARE MADE PER AMENDED FORMS

C-2014-0 & G-2240-3B ATTACHED.

NO PREMIUM ADJUSTMENT NECESSARY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

is endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if s endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

DB/BL 09-05-85

Form G-2240-3 A Printed in U.S.A.

EXP 07-01-86

Authorized Agent

DECLARATIONS —
BUSINESS AUTO POLICY (Continued)

THE HARTFORD

EFF: 07-01-85

Policy No. 91 CLR P22009E

ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS

policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as fred autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the

verage.		AMENDED	_
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (Absence of a limit entry means that the limit entry shown, if any, in item four applies instead)	ESTIMATED PREMIUM
AA = LIABILITY INSURANCE	1	\$ 500 ,000 each accident	35,135 R \$ 30,050 E
AB = LIABILITY INSURANCE		\$,000 Bodily Injury each person \$,000 Bodily Injury each accident \$,000 Property Damage each accident	S
AC = PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury Protection Endorsement minus deductible	\$
AD = ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement	\$
$AE = \frac{PROPERTY PROTECTION INSURANCE}{(Michigan only)}$		Separately stated in the Property Protection Insurance Endorsement minus deductible for each accident	\$
AF = AUTO MEDICAL PAYMENTS INSURANCE		\$ for Bodily Injury for each Insured	\$
AG = UNINSURED MOTORISTS INSURANCE	2	\$ 50 ,000 each accident	\$ INCL
H = UNINSURED MOTORISTS INSURANCE		Separately stated in the Split Uninsured Motorists Limits Endorsement	S
PHYSICAL DAMAGE INSURANCE			
COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest, minus any Deductible shown in item four for each covered auto for all loss except fire or lightning	is
K = SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest, minus \$25 Deductible for each covered auto for loss covered by mischief or vandalism	\$
AL = FIRE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	\$
AM = FIRE AND THEFT COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	\$
$_{\text{OO}} = \frac{\text{Fire, Theft and Windstorm}}{\text{coverage}}$		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	s
$AP = \frac{\text{LIMITED SPECIFIED}}{\text{PERILS COVERAGE}}$		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest	s
R = COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in item four as "Dollar Limit", whichever is smallest, minus any Deductible shown in item four for each covered auto	s
AT = TOWING AND LABOR (Not available in California)		\$25 for each disablement of a private passenger auto	s
		Endorsement Premium (Not included in above Coverage premiums)	\$
B		ESTIMATED TOTAL PREMIUM	35,135 R \$ 30,050 E
DB/BL 09-05-85		EXP 07-01-86	

DB/BL 09-05-85

EXP 07-01-86

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium all be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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FORM C-2015 DECLARATIONS — BUSINESS AUTO POLICY (Continued)



M THREE — DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL		DESCRIPTION
1	=	ANY AUTO.
2	=	OWNED AUTOS ONLY. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3	. =	OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4	=	OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
5	=	OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own for which you are required to have No-Fault Benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided you are required to have No-Fault Benefits in the state where they are licensed or principally garaged.
. 6	=	OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own for which, because of the law in the state where they are licensed or principally garaged you are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR for which a premium charge is shown (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
8	=	HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or members of their households.
9	=	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.

Form C-2016 **DECLARATIONS**— **BUSINESS AUTO POLICY (Continued)**



	91	CLR	P22009E
Policy No.			

ĖM	FOUR —	SCHEDULE	0F	COVERED	AUTOS	YOU	OWN
	1			-			

overed uto				Model, Trade Name, Body Type Vehicle Identification No. (VIN) ate where the covered auto will be principally garaged							
Territory Tax Classification Code Code		ition	IG L W			adlus of Operation L = Local, I = Intermediate, LD = Long Distance se S = Service, R = Retail, C = Commercial, Other (Describe)					
1	Garaged:										
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BUSINESS AUTO POLICY

CA 00 01 (Ed. 01 80)

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:



PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
 - E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
 - F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
 - Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
 - Vehicles designed for use principally off public roads.
 - Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
 - 4. Vehicles not required to be licensed.
 - Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.
- "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer.

PART II - WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO of the declarations shows the autos that are covered autos for each of your coverages. The numerical symbols explained in ITEM THREE of the declarations describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
 - 1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
 - 2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered **autos** for liability insurance:

- Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- Mobile equipment while being carried or towed by a covered auto.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered **auto** is being transported between any of these places.

PART IV - LIABILITY INSURANCE

A. WE WILL PAY.

- We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate.
 Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

- Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
- Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the insured or in the insured's care, custody or control.
- 7. Bodily injury or property damage resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto. or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
- Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
- 9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
 - The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
 - b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
 - c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 3. Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY.

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the declarations.
- All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- 1. While a covered auto is away from the state where it is licensed we will:
 - Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
 - b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
- We will not pay anyone more than once for the same elements of loss because of these extensions.



PART V — PHYSICAL DAMAGE INSURANCE

A. WE WILL PAY.

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- 1. We will pay for loss to a covered auto or its equip-... ment under:
- a. Comprehensive Coverage. From any cause except the covered auto's collision with another ob-THAT SE ject or its overturn.
 - b. Specified Perils Coverage. Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
- (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism;
 - (6) The sinking, burning, collision or derailment ert 🖂 of any conveyance transporting the covered
 - c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- 2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- 3. Loss caused by declared or undeclared war or insurrection or any of their consequences.
- 4. Loss caused by the explosion of a nuclear weapon or its consequences.

- 5. Loss caused by radioactive contamination.
- 6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered
- 7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES — THE MOST WE WILL PAY.

- 1. At our option we may:
 - a. Pay for, repair or replace damaged or stolen property: or
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- 2. The most we will pay for loss is the smaller of the following amounts:
 - a. The actual cash value of the damaged or stolen property at the time of loss.
 - b. The cost of repairing or replacing the damaged or stolen property with other of like kind or qual-
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VI — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- 1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and
- where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved insureds must:
 - a. Cooperate with us in the investigation, settle-

ment or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

- Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.
- Additionally, to recover for loss to a covered auto or its equipment you must do the following:
 - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
 - c. Submit a proof of loss when required by us.
 - d. Promptly notify the police if the covered **auto** or any of its equipment is stolen.

B. OTHER INSURANCE.

- For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
 - a. Is excess while it is connected to a motor vehicle you don't own.
 - b. Is primary while it is connected to a covered auto you own.
- When two or more policies cover on the same basis, either excess or primary, we will pay only our share.
 Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

- You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of

mailing of any notice will be sufficient proof of notice.

- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

 If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall

state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. : TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY — CANCELLATION

CANCELLING THIS POLICY DURING THE POLICY PERIOD applies except as follows:

- If we cancel the policy we will mail you notice by certified mail. We will not deliver any notice.
- If we cancel when the policy is in effect more than 60 days or for a reason other than nonpayment of premium we will mail you 30 days notice.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED **MOTORISTS INSURANCE:**

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster
- 2. "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged,
 - For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - For which an insuring or bonding company denies coverage or is or becomes insolvent,
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- 2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suitbrought without our written consent is not binding on us.

C. WE WILL NOT COVER - EXCLUSIONS

This insurance does not apply to:

- Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY

- 1. Regardless of the number of covered autos. insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
- 2. Any amount payable under this insurance shall be reduced by:
 - a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- 3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

 If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.



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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

- A. The policy does not apply:
 - Under any Liability Coverage, to bodily injury or property damage
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - 3. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories

or possessions or Canada, this exclusion c applies only to property damage to such nuclear facility and any property thereat.

B. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 1 or 2 thereof;

"nuclear facility" means

- 1. any nuclear reactor,
- any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium,
 (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

Changes in Policy Temporary Substitute Autos; Autos Owned by Partners; Tho is Insured



- A. "PART II WHICH AUTOS ARE COVERED AUTOS" is changed by adding the following:
 - D. TEMPORARY SUBSTITUTE AUTOS

Any auto you do not own while used as a temporary substitute for an auto you do own is a covered auto for the same LIABILITY INSURANCE and UNINSURED MOTORISTS INSURANCE as is provided by the policy for the auto you do own, but only if that owned auto is out of normal use because of its breakdown, repair, servicing, loss or destruction.

E. AUTOS OWNED BY PARTNERS

If you are a partnership, no auto owned by any of your partners or members of their households is a covered auto for the LIABILITY INSURANCE unless the policy is endorsed to cover that auto as a covered auto and the proper premium is charged.

- B. If your policy is a Garage Policy the following additional changes are made:
 - (1) "WHO IS AN INSURED" of "PART IV LIABILITY INSURANCE" is changed as follows:

The following is added after section b. of part 2, "For Garage Operations Other Than Covered Autos":

- c. Any partner of yours is an insured but only to the extent of his or her liability as your partner.
- (2) "WHO IS AN INSURED" of "PART V GARAGEKEEPERS INSURANCE" is changed by adding the following after section 2:
 - 3. Any partner of yours is an insured but only to the extent of his or her liability as your partner.



THE HARTFORD

Named Insured and Address

licy Number 91 CLR P22009E

above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

AUTO LIABILITY COMPOSITE RATE ENDT.

NUMBER OF POWER UNITS

652

73,89 R

46.09 E

835,135 R

30,050 E

WHEN USED IN A PREMIUM BASIS, PER UNIT MEANS ANY POWER UNIT YOU OWN OR LONG TERM LEASE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if his endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, intersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute a countersignature of this endorsement.

Countersigned by...

Authorized Agent

- (e) Comprehensive General Liability Insurance or Completed Operations and Products Liability Insurance, "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes axes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division:
- (f) Contractual Liability Insurance, "cost" means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, honuses or commissions made, paid or due;
- (g) Garage Insurance, "remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of \$100, and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum with respect to Dealer Risks (Hazard 1) or \$5,200 per annum with respect to Non-Dealer Risks (Hazard 2)

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile

owned by the named insured; and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees;

- th) Comprehensive Automobile Liability Insurance,
 - (1) "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hirel automobile rates, provided the owner of such hirel automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
 - (2) "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
 - (3) "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.

NUCLEAR ENERGY LIABILITY EXCLUSION

This exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear

facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to properly damage to such nuclear facility and any property thereat.

- II. As used in this exclusion:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear nuterial if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "property damage" includes all forms of radioactive contamination of property.

3

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

and minimum premiums applicable to the insurance afforded herein. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such

times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as as afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- 4. Insured's Duties in the Event of Occurrence, Claim or Suit
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision

below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the *insured*'s rights of recovery therefor against any person or organization and the *insured* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.
- 8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.
- 9. Assignment Assignment of interest under this policy shall bind the company until its consent is endorsed hereon; if, howe the named insured shall die, such insurance as is afforded by policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- 10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed prorata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of uncarned premium is not a condition of cancellation.

12. Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of ir agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

U-01422

Michael S. Wilder, Secretary

Araell R. Frahm, President

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CASUALTY INSURANCE POLICY

GENERAL POLICY PROVISIONS

Form 8117

POLICY NO. 91 CLR P22011E

NEBRASKA PUBLIC POWER DISTRICT 1415-15TH ST. COLUMBUS, NE.68601

07-01-86

To 07-01-87

12:01 A.M., standard time at the address of the named insured as

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the Insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE

Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy,
- and the cost of bail bonds required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, nnelling, pile driving, cofferdam work or caisson work or (2) wing, shoring, underpinning, raising or demolition of any building of structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deeped completed.



THE HARTFORD

Named Insured and Address

gy Number

CLR P22011E

mis endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

SCHEDULE OF COVERAGE PARTS FORMING PART OF POLICY AT ISSUE

(FORM #)	(FORM NAME)
L-3503-1	COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
L-2853-2	EMPLOYEE BENEFITS LIABILITY INSURANCE COVERAGE PART
L-3505-0	PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART
L-3523-0	CONTRACTUAL LIABILITY INSURANCE (BLANKET CONTRACTUAL) COVERAGE PART
L-3525-0	PERSONAL INJURY LIABILITY INSURANCE - COVERAGE PART
C-2013-0	BUSINESS AUTO COVERAGE PART
-57-0	PREMIUM INSTALLMENT

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, ntersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute J countersignature of this endorsement.

Countersigned by

Form G-2240-3 B Printed in U.S A

Comprehensive General Liability Insurance Coverage Part



THE HARTFORD Coverage Part forms a part of Policy No.91..CLR..P22011Eissued by THE HARTFORD INSURANCE GROUP any designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein. (For use only if this Coverage Part is effective after the effective date of the Policy) The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows: SCHEDULE The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability sgainst each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto. Coverages Advance Premiums Limits of Liability Bodily Injury Liability 778,977. SEE .000 each occurrence \$ L-4152-0 ,000 aggregate \$,000 each occurrence **Property Damage Liability** INCLUDED ,000 aggregate Rating Classifications Rates Advance Premiums Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other Code No. **Premium Bases** B.I. P.D. P.D. provisions of this policy. Area Per 100 Sq.Ft.of Area (a) Premises — Operations Per Linear Foot Frontage Per \$100 of Remun. Remuneration Per \$100 of Receipts Receipts (b) Escalators (e) Landings (e) Per Landing (c) Independent Contractors (f) Cost (f) Per \$100 of Cost **Completed Operations** (g) Receipts (g) Per \$1,000 of Receipts Products (h) Sales (h) Per \$1,000 of Sales (A)(c)(C) (C) (C) COMPOSITE RATED 49050 59,147,000 .95717**3**R INCL 566,139.R INCLUDED (325) 212,838.E .359846E INCL **INCLUDED**

the Policy Period is more than one year, the Premium is Payable:

SEE SCHEDULE OF ENDORSEMENTS (AL-8-2B)

Form Numbers of Endorsements forming part of this Coverage Part at Issue:

*ffective date of Policy \$

1st Anniversary \$

2nd Anniversary \$

conditions and provisions printed on pages CGL-2 and CGL-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by ...

J-01427

778,977.

TOTAL ADVANCE PREMIUMS

INCLUDED

Comprehensive General Liability Insurance Coverage Part (Continued)

L COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A - bodily injury or

Coverage B - property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage ansing out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith:
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

- (f) to bodily injury or property damage ansing out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the *insured* under an *incidental contract* or
 - (2) expenses for first aid under the Supplementary Payments provision:

- (h) to bodily injury or property damage for which the insured indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages,
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contibutes to the intoxication of any person:

but part (ii) of this exclusion does not apply with respect to liability of the *insured* or his indemnitee as an owner or lessor described in (2) above;

- to any obligation for which the insured or any camer as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical trol:

but parts (2) and (3) of this exclusion do not apply with respectionability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *named insured's products* or work performed by or on behalf of the *named insured* after such products or work have been put to use by any person or organization other than an insured:

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any know suspected defect or deficiency therein;
- (q) to property damage included within:
 - the explosion hazard in connection with operations identification this policy by a classification code number which includes the symbol "x",



Comprehensive General Liability Insurance Coverage Part (Continued)

- 2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c".
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured*; and

- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

- bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

jardless of the number of (1) insureds under this policy, (2) persons organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage ansing out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B — For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* ansing out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

Employee Benefits Liability Insurance Coverage Part



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Coverage		Limits o	f Liability	
Employee Benefits Liability		\$ 2,000,000 each claim		
	•	\$	2,000,000 aggregate	·
	Estimated Number of Employees	Rate (E	ach Employee)	Advance Premium
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•	•		Next 5,000 Over 10,000	
Form Numbers of Endorsement	s forming part of this Coverage Part	at issue:	TOTAL ADVANCE PREMIUI	INCLUDED IN COMPOSITE

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This Coverage Part is effective	_(at the hour stated in the policy) and forms a part	of Policy No. 91	. CLR	222011E
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(For use only if this Coverage Part is effective after the effective date of the Policy)



EMPLOYEE BENEFITS LIABILITY COVERAGE

The company will pay on behalf of the insured all sums in excess of the deductible amount which the insured shall become legally obligated to pay as damages on account of any claim against the insured arising out of any negligent act or omission within the United States of America, its territories or possessions, or Canada, in the administration of the named insured's Employee Benefit Programs, provided such claim is first made against the insured during the period this insurance is in force and the insured at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.

The company shall have the right and duty to defend any suit against the insured seeking damages on account of such a claim, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment, on account of one or more claims to which this insurance applies, of judgments or settlements or of sums described in the "Supplementary Payments" provision, or both.

Exclusions

This insurance does not apply to:

- (a) any claim arising out of
 - (1) bodily injury or property damage;
 - (2) any dishonest, fraudulent, criminal or malicious act or out of libel, slander, discrimination or humiliation;
 - (3) the failure of any investment or savings program to perform as represented by an insured;
 - advice given by an insured to an employee to participate or not to participate in any investment or savings program;
- (b) any claim arising out of the failure of the insured, or any insurer, fiduciary, trustee or fiscal agent, to perform any of their obligations or to fulfill any of their guarantees with respect to (i) the payment of benefits under Employee Benefit Programs or (ii) the providing, handling or investment of funds related thereto.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any employee of the named insured while acting within the scope of his duties in connection with the administration of the named insured's Employee Benefit Programs.

This insurance does not apply to any claim arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. SUPPLEMENTARY PAYMENTS

With respect only to the insurance under the Employee Benefits Liability Coverage, the "Supplementary Payments" provision is amended to read as follows:

Supplementary Payments

The company will pay, as part of and not in addition to, the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (b) premiums on appeal bonds required in any such suit, and premiums on bonds to release attachments in any such suit, for an amount not in excess of the applicable limit of liability of this insurance, but the company shall have no obligation to apply for or furnish any such bonds;
 - reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

IV. LIMITS OF LIABILITY --- DEDUCTIBLE

Regardless of the number of (1) insureds under this policy, or (2) claims made or suits brought on account of alleged acts or omissions by an insured, the company's liability is limited as follows:

With respect to this insurance, the limit of liability stated in the Schedule as applicable to "each claim" is the total limit of the company's liability, including liability for all damages and for all costs, expenses and premiums for release of attachment or appeal bonds described in the "Supplementary Payments" provision and incurred in accordance therewith, on account of each claim to which this insurance applies.

For the purpose of applying the limits of the company's liability, all damages claimed by one employee as the result of a series of acts or omissions shall be considered as comprising one claim.

\$1000 shall be deducted from the total amount of damages, exclusive of such costs, expenses and premiums, on account of each claim. All the terms of this insurance apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The limit of liability stated in the Schedule as "aggregate" is, subject to the above provision respecting "each claim", the total limit of the company's liability, including liability for all damages and for all such costs, expenses and bond premiums incurred, on account of all claims to which this insurance applies.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"administration" means

- giving counsel to employees of the named insured including the employees' dependents and beneficiaries with respect to eligibility in or scope of Employee Benefit Programs available to such employee by virtue of his employment by the named insured;
- (2) handling of records in connection with Employee Benefit Programs;
- effecting or terminating enrollment of any employee of the named insured under Employee Benefit Program;

provided all such acts are authorized by the named insured;

"Employee Benefit Programs" means a formal program or programs of employee benefits maintained in connection with the business or operations of the named insured covered by the Bodily Injury and Property Damage Liability Coverages of this policy, such as but not limited to Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

VI. CONDITIONS

- All of the Conditions of the policy apply to this insurance except "Financial Responsibility Laws" and "Other Insurance".
- Excess Insurance This insurance shall be excess insurance over any other valid and collectible insurance available to the insured, and shall not contribute with any such other insurance.





PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

This Coverage Part is effectivepolicy issued 40			tated in th	e policy) and for	rms a part of the	
The Company, in consideration of the payn grees with the named insured as follows:			ill of the pr	rovisions of the	policy not expre	ssly modified herein
		SCHEDULE	• • • • • • • • • • • • • • • • • • • •			
The insurance afforded is with respect to the company's liability against such coverage sh	nall be as state	d herein, subject t	to all the	terms of this	policy having	reference thereto
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Form Numbers of Endorsements forming part of the	s Coverage Part	at issue:	TOTAL	ADVANCE PREMIUM	s	
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n effective date of Policy \$	1st Anniversar	y \$	2nd Anni	versary \$	00	A Yestin

e conditions and provisions printed on page MP-2 of this form are hereby referred to and made a part hereof.

his Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by f Millions Schaucher Authorized Agent

PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

(continued)

I. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

(a) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any watercraft owned or operated by or rented or loaned to any *insured*, or
 - (ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the *insured premises*; or

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(b) to bodily injury

- included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;
- due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to bodily injury

 to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

- (2) to any other tenant if the bodily injury occurs on that of the insured premises rented from the named insured to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sports activities in the policy with respect to Premises Medical Payments Coverage;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by policy applies to the loss, the company shall not be liable for a than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, exceute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services, and the payment shreduce the amount payable hereunder for such injury. Paym hereunder shall not constitute an admission of liability of any persor, except hereunder, of the company.

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Contractual Liability Insurance Coverage Part (Blanket Coverage)

his Coverage Part forms a part of Policy No. 91 CLR P22011E

impany designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.



.....issued by THE HARTFORD INSURANCE GROUP

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untersigned by Millian Christelly
Authorized Agent

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is Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes affect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage) (Continued)

- the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or
- (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or properly damage;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (d) to bodily injury or property damage for which the indemnitee may be held liable
 - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - if not so engaged, as an owner or lessor of premises used for such purposes,

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (f) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or properly damage arising out of a project for a public authority; but this exclusion does not apply to action by the public authority or any other person or organization engaged in the project;
- (g) to properly damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (j) to property damage to the named insured's products arising out of such products or any part of such products;
- (k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (m) As respects any agreement relating to construction operations, to bodily injury or property damage arising out of
 - (1) construction, maintenance or repair of watercraft or loading or unloading thereof, or
 - (2) operations within fifty, feet of any railroad property affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- (n) to bodily injury or property damage arising out of the of maintenance, operation, use, loading or unloading of any colleguipment while being used in any prearranged or organized racing speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (o) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere cr any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental:

When stated in the schedule as applicable, the following exclusions also apply to contractual liability assumed by the insured.

This insurance does not apply:

- (p) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (q) to property damage included within
 - (1) the explosion hazard,
 - (2) the collapse hazard, or
 - (3) the underground property damage hazard.

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II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a ship or joint venture, the partnership or joint venture so deand any partner or member thereof but only with respect liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage YB — The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage ZB — The total liability of the company for all damages because of all properly damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of properly damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the liability of the company for all damages because of all property to which this coverage applies shall not exceed the limit of admage liability stated in the schedule as "aggregate". Such a limit of liability applies separately with respect to each project from premises owned by or rented to the named insured.

Coverages YB and ZB — For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

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CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage) (Continued)

ADDITIONAL DEFINITIONS

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

VI. ADDITIONAL CONDITIONS

Arbitration

The company shall be entitled to exercise all of the insured's rights in

the choice of arbitrators and in the conduct of any arbitration proceeding.

Premium

When used as a premium basis:

- 1. the word "cost" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusion (m) applies.
- 2. the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.



PERSONAL INJURY LIABILITY INSURANCE **COVERAGE PART**

This Coverage Part is effective	is effective after the effective	the policy) and	forms a part of the above designa
The Company, in consideration of the payment of the premium grees with the named insured as follows:	and subject to all of the p	provisions of the	policy not expressly modified he
	CHEDULE		
he insurance afforded is only with respect to personal injury	arising out of an offense	included with	in such of the following grou
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Authorized Agent

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is Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof; countersignature on the declarations rage of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

(continued)

I. COVERAGE PI — PERSONAL INJURY LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as *damages* because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the *insured* under any contract or agreement:
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (e) to personal injury arising out of any publication or utterance described in Group B concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof;
- (f) to personal injury arising out of any publication or utterance described in Group B made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured.

.. : II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settle ment of the loss, and, upon notification of the action taken, the name, insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

Premium Installment



Named Insured and Address

This endorsement forms a part of Policy No. 91 CLR P22011E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein.

Effective date					12:01 A. M., standard time at the address of the named insured as stated herein.
			ORIGINA	L	1 167 020
	It is hereby ur	nderstood and agreed	that the "	" or "additional" or "	Premium of \$ 1,167,929.
will	BE PA	YABLE IN	THE! \/C		installments as outlined in "Schedule of Payments."
(Insert "be payab	le in" or "reduce the")	SCHEDULE	OF PAYMENTS	·
NO.	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE	TOTAL
1	07-01-86	341,621 49,188	170,597 24,557		512,218. 73,745.
2	08-01-86	35,288	17,618		52,906.
_3	09-01-86	35,288	17,618		52,906.
4	10-01-86	35,288	17,618		52,906.
5	11-0186	35,288	17,618		52,906.
6_	12-01-86	35,288	17,618		52,906.
7	01-01-87	35,288	17,618		52,906.
8	02-01-87	35,288	17,618		52,906.
_9	03-01-87	35,288	17,618		52,906.
10	04-01-87	35,288	17,618		52,906.
_11	05-01-87	35,288	17,618		52,906.
12	06-01-87	35,288	17,618		52,906.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

1,167,929.

TOTALS



blicy Number

Form AL-8-2 B Printed in U.S.A. ISO:

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

SCHEDULE OF ENDORSEMENTS FORMING PART OF THE COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

	FORM#	FORM NAME
	L-4152-0	AMENDMENT-LIMITS OF LIABILITY (SINGLE LIMIT)
	AL-8-2B	AMENDMENT OF CANCELLATION CONDITION
	L-3139-5	BROAD FORM PROPERTY DAMAGE COVERAGE (EXCLUDING COMPLETED
		OPERATIONS)
,-	~AL-8-2B	ADDITIONAL INSURED - ARBORISTS
	L-3527-0	ADDITIONAL INSURED (OWNERS OR CONTRACTORS)
	AL-8-2B	SUPPLEMENTAL SCHEDULE TO ADDITIONAL INSURED (OWNERS OR CONTRACTORS)
		ADDITIONAL INSURED - LESSOR (EQUIPMENT LEASED TO NAMED INSURED)
		ADDITIONAL INSURED (PREMISES LEASED TO THE NAMED INSURED)
		EXTENDED BODILY INJURY COVERAGE
	AL-8-2B	NON-OWNED WATER CRAFT LIABILITY COVERAGE (UNDER 51 FEET IN LENGTH)
		POLLUTION HAZARD EXCLUSION
	AL-8-2B	ASBESTOS HAZARD EXCLUSION ENDORSEMENT
		AMENDMENT OF CLAIMS MADE PROVISION
		RURAL ELECTRIFICATION COOPERATIVE ENDORSEMENT (TEXAS)
	-	EXCLUSION-PROPERTY DAMAGE FROM NON-SUPPLY OF FUEL OR ENERGY
		·
	L-4128-0	GENERAL LIABILITY AMENDATORY ENDORSEMENT - ADDITIONAL DEFINITION
	L-4191-0	HOST LIABILITY INSURANCE
	GS-125-0	INCIDENTAL MALPRACTICE LIABILITY
	L-3022-0	ADDITIONAL INSURED (EMPLOYEES)
	L-3014-0	EXCLUSION - COMPLETED OPERATIONS AND PRODUCTS HAZARDS
	AL-8-2B	EXPLOSION, COLLAPSE AND UNDERGROUND (X, C & U) PROPERTY DAMAGE
		LIABILITY COVERAGE

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a ruly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by....

Authorized Agent

Amendment — Limits of Liability (Single Limit)



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No......91 CLR P22011E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date Effective hour is the same as stated in the Declarations of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to	the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE	X (Coverage Part "CGL")
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE	— (Coverage Part "CO/PR")
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE	— (Coverage Part "MC")
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE	— (Coverage Part "OLT")
CONTRACTUAL LIABILITY INSURANCE	— (Coverage Part "K")
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE	— (Coverage Part "OCP")

SCHEDULE

The limit of the company's liability against the following coverages, as afforded under the provisions of each Coverage Part designated by symbol herein, shall be as stated herein, subject to all the terms of this endorsement and the policy having reference thereto.

Coverages	Coverage Parts	Limits of Liability
	CGL	\$ ² ,000,000 each occurrence
dily Injury Liability and Property Damage Liability	CGL	\mathfrak{s}^2 , 000_{000} aggregate — Division 1
<u> </u>	_	\$,000 aggregate — Division 2
Bodily injury Liability and Property Damage Liability		\$,000 each occurrence

Division 1 — Applicable to damages because of **bodily injury** and **property damage** as specified in paragraph (b) in the "Limits of Liability" provision of this endorsement.

Division 2 — Applicable to damages because of all bodily injury and property damage as stated in paragraph (c) in the "Limits of Liability" provision of this endorsement.

It is agreed that, with respect to each of the Coverage Parts designated in the Schedule of this endorsement, the "Limits of Liability" provision thereof is amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) **Insureds** under this policy, (2) persons or organizations who sustain **bodily Injury** or **property damage**, (3) claims made or suits brought on account of **bodily Injury** or **property damage** or (4) **automobiles** or **mobile equipment** to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability Coverage

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of **bodily injury**, including damages for care and loss of services, and all **property damage** as the result of any one occurrence; provided that, with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

- (b) The limit of liability, if any, stated in the Schedule of this endorsement as "aggregate Division 1" is, subject to provision (a) hereof respecting "each occurrence", the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage which is included in any of the numbered subparagraphs below and, in subparagraph (3), with respect either to the bodily injury or property damage, or to the bodily injury and property damage (within one or both the hazards identified therein) for which insurance is actually afforded under at least one such Coverage Part:
 - all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
 - (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
 - (4) all property damage for which liability is assumed under any contract, other than an incidental contract, to which the Contractual Liability Insurance, if afforded, applies.

Such "aggregate - Division 1" limit shall apply separately:

- (i) to the **property damage** included in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the **named Insured**;
- (ii) to the sum of the damages for all bodily injury and property damage included in subparagraph (3) and for which insurance, if any, is afforded as stated in paragraph (b) above;
- (iii) to the property damage included in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- (c) The limit of liability, if any, stated in the Schedule of this endorsement as "aggregate Division 2" is, subject to provision (a) hereof respecting "each occurrence", the total liability of the company under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of all bodily injury and property damage.

Tor the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned	by
	Authorized Agent



ilicy Number №91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

AMENDMENT OF CANCELLATION CONDITION

IT IS AGREED THAT CONDITION 11, CANCELLATION, IS DELETED AND REPLACED BY THE FOLLOWING:

CANCELLATION

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS, OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED, AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN 60 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE; PROVIDED THAT, IF THE NAMED INSURED FAILS TO DISCHARGE WHEN DUE ANY OF ITS OBLIGATIONS IN CONNECTION WITH THE PAYMENT OF PREMIUM FOR THIS POLICY OR ANY INSTALLMENT THEREOF, THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED WRITTEN NOTICE STATING WHEN NOT LESS THAN 10 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE TIME OF THE SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

PAGE 1 OF 2

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

William

Authorized Agent

U - 01443

Form AL-8-2 B Printed in U.S.A. ISO:



licy Number 7x-91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

AMENDMENT OF CANCELLATION CONDITION (CONT.)

IF THE NAMED INSURED CANCELS, EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLE AND PROCEDURE. IF THE COMPANY CANCELS, EARNED PREMIUM SHALL BE COMPUTED PRO RATA. PREMIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

PAGE 2 OF 2

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Age

Form AL-8-2 B Printed in U.S.A. ISO:

Broad Form Property Damage Coverage (Excluding Completed Operations)



THE HARTFORD

Named Insured and Address

Effective date Effective hour is the same as stated in the Declarations of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

INCLUDED IN COMPOSITE.

Classification:

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

The exclusions relating to **property damage** to (1) property owned, occupied or used by or rented to the **insured** or in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control and (2) work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

- (w) to property damage
 - (1) to property owned or occupied by or rented to the *insured*, or, except with respect to the use of *elevators*, to property held by the *insured* for sale or entrusted to the *insured* for storage or safekeeping,
 - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
 - (a) property while on premises owned by or rented to the *insured* for the purpose of having operations performed on such property by or on behalf of the *insured*,
 - (b) tools or equipment while being used by the insured in performing his operations,
 - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - (d) that particular part of any property, not on premises owned by or rented to the insured,
 - upon which operations are being performed by or on behalf of the *insured* at the time of the *property damage* arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the *insured*;
- (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated above as "including completed operations", to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.

Authorized Agent



Scy Number

91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ADDITIONAL INSURED - ARBORISTS

IT IS AGREED THAT THE NAMED INDIVIDUALS WILL BE ADDITIONAL INSUREDS ONLY AS RESPECTS THEIR OPERATIONS FOR AND IN BEHALF OF THE NAMED INSURED, AND ONLY WHILE ENGAGED IN THE ACTIVITY OF ARBORATION OR REMOVAL OF SIMILAR OBSTRUCTIONS IN THE CONSTRUCTION AND/OR MAINTENANCE OF POWER EQUIPMENT OF FACILITIES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent

Form AL-8-2 B Printed in U.S.A. ISO:

ÁDDITIONAL INSURED (Owners or Contractors)



Named Insured and Address

dicy Number

91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy,

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

Schedule

Name of Person or Organization (Additional Insured) Location of Covered Operations

SEE SCHEDULE ATTACHED.

Bodily Injury Liability Property Damage Liability Premium Bases (Cost)

Rates (Per \$100 of cost)

Advance Premium

INCLUDED IN

Total Advance Premium

COMPOSITE

RATE

is agreed that:

- 1. The "Persons Insured" provision is amended to include as an *insured* the person or organization named above (hereinafter called "additional insured") but only with respect to liability arising out of (1) operations performed for the additional insured by the *named insured* at the location designated above or (2) acts or omissions of the additional insured in connection with his general supervision of such operations.
- 2. None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (j) and (m), apply to this insurance.
- 3. Additional Exclusions-This insurance does not apply:
 - (a) to bodily injury or properly damage occurring after
 - (1) all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or
 - (2) that portion of the named insured's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another centractor or subcontractor engaged in performing operations for a principal as a part of the same project;
 - (b) to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by the named insured;
 - (c) to properly damage to

than as herein stated.

- (1) property owned or occupied by or rented to the additional insured,
- (2) property used by the additional insured,
- (3) property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control, or
- (4) work performed for the additional insured by the named insured.
- 4. Additional Definition -- When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent



cy Number

91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

SUPPLEMENTAL SCHEDULE TO ADDITIONAL INSURED (OWNERS OR CONTRACTORS)

NAME OF PERSON OR ORGANIZATION

(ADDITIONAL INSURED)

MONTGOMERY ELEVATOR COMPANY

JUNIOR OLDTIMERS CLUB OF NORTH PLATTE, NE

CITY OF NEW YORK

LOCATION OF COVERED OPERATIONS

ELEVATOR MAINTENANCE AGREEMENTS

LAKE MAHONEY DAM

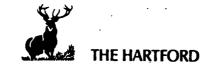
RETAIL POWER DISTRIBUTION AGREEMENT

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a 'ily authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersianed by

Authorized Agent



cy Number

1 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ADDITIONAL INSURED - LESSOR (EQUIPMENT LEASED TO NAMED INSURED)

IT IS AGREED AS FOLLOWS:

1. THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION DESIGNATED BELOW AS THE LESSOR OF THE EQUIPMENT DESCRIBED BELOW WHILE LEASED TO AND IN THE CARE, CUSTODY OR CONTROL OF THE NAMED INSURED.

. THE INSURANCE AFFORDED TO THE LESSOR APPLIES ONLY TO LIABILITY ARISING OUT OF THE MAINTENANCE OR USE OF SUCH EQUIPMENT BY OR ON BEHALF OF THE NAMED INSURED, AND SHALL NOT INCLUDE LIABILITY IMPOSED ON THE LESSOR UNDER ANY PRINCIPLE OF LAW AS A SUPPLIER OF DEFECTIVE EQUIPMENT.

- 3. THIS INSURANCE SHALL NOT APPLY TO ANY OCCURENCE
- (A) WHICH TAKES PLACE AFTER THE NAMED INSURED'S LEASE OF SUCH EQUIPMENT HAS TERMINATED;
- (B) WHICH TAKES PLACE WHILE THE EQUIPMENT HAS BEEN RETURNED TO THE LESSOR FOR SERVICING, REPAIR OR REPLACEMENT; OR
- (C) WHICH TAKES PLACE WHILE SUCH EQUIPMENT IS MAINTAINED OR USED IN OPERATIONS BY OR ON BEHALF OF THE LESSOR.

PAGE 1 OF 2

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Authorized Agent

U**-01449**

Form AL-8-2 B Printed in U.S.A. ISO:



Number

91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ADDITIONAL INSURED - LESSOR (CONT.)

4. IF MORE THAN ONE PIECE OF EQUIPMENT IS DESCRIBED BELOW, THE PROVISIONS OF THIS ENDORSEMENT APPLY SEVERALLY TO EACH PIECE OF EQUIPMENT THUS DESCRIBED.

NAME OF LESSOR

DESCRIPTION OF EQUIPMENT

CITICORP INDUSTRIAL CREDIT, INC.

ALL EQUIPMENT LEASED TO THE NAMED INSURED.

PAGE 2 OF 2

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a "ly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

U-01450

Form AL-8-2 B Printed in U.S.A. ISO:

ADDITIONAL INSURED

(Premises Leased to the Named Insured)



THE HARTFORD

Named Insured and Address

κέτυ Number

91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- 2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

(1.

Designation of Premises
(Part Leased to Named Insured)
230 KV TRANSMISSION LINE,
FORT RANDALL TO COLUMBUS, NE

Name of Person or Organization
(Additional Insured)

NEBRASKA ELECTRIC GENERATION
AND TRANSMISSION CORP., INC.
(1,2, AND 3)

Bodily Property
Injury Damage
Liability Liability
INCLUDED IN
COMPOSITE RATE

Premiums

- 2. 230 KV SUBSTATION AT COLUMBUS, NE TERMINAL
- 3. 33 MILES OF LINES BETWEEN MISSION, SD TO VALENTINE, NE
- 4. 1200 NORTH ST., LINCOLN, NE

NELSON & HARDY(4)

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



Number	

91 CLR P22011F

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXTENDED BODILY INJURY COVERAGE

THE DEFINITION OF OCCURRENCE INCLUDES ANY INTENTIONAL ACT BY OR AT THE DIRECTION OF THE INSURED WHICH RESULTS IN BODILY INJURY, IF SUCH INJURY ARISES SOLELY FROM THE USE OF REASONABLE FORCE FOR THE PURPOSE OF PROTECTING PERSONS OR PROPERTY.



Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a ly authorized agent of the company shall constitute valid countersignature of this endorsement.

Coun

Authorized Agent



cy Number

11 CLR P22011F

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: .

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NON-OWNED WATERCRAFT LIABILITY COVERAGE (UNDER 51 FEET IN LENGTH)

EXCLUSION (E) DOES NOT APPLY TO ANY WATERCRAFT UNDER 51 FEET IN LENGTH PROVIDED SUCH WATERCRAFT IS NEITHER OWNED BY THE NAMED INSURED NOR BEING USED TO CARRY PERSONS FOR A CHARGE.

WHERE THE INSURED IS, IRRESPECTIVE OF THIS COVERAGE, COVERED OR PROTECTED AGAINST ANY SOSS OR CLAIM WHICH WOULD OTHERWISE HAVE BEEN PAID BY THE COMPANY UNDER THIS ENDORSEMENT, THERE SHALL BE NO CONTRIBUTION OR PARTICIPATION BY THIS COMPANY ON THE BASIS OF EXCESS, CONTRIBUTING, DEFICIENCY, CONCURRENT OR DOUBLE INSURANCE OR OTHERWISE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a ly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersianed by

Authorized Agen

POLLUTION HAZARD EXCLUSION



olicy Number

CLR P22011E

mis endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 07-01-86

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Named Insured and Address

NEBRASKA PUBLIC POWER DISTRICT 1415-15TH ST. COLUMBUS, NE. 68601

It is agreed that each and every exclusion forming a part of the policy and relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following exclusion:

The company shall have no obligation under this policy:

- (1) to investigate, settle or defend any claim or suit against any **insured** alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the **pollution hazard**; or
- (2) to pay any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage.

As used in this endorsement, "pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal pollutants, contaminants, irritants or toxic substances, including smoke, vapors, soot, fumes, acids or alkalis, and waste materials consisting of or containing any of the foregoing.

Accepted By:

Title:

Date:

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

U-01454

declarations of the policy, other than as herein stated.



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This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ASBESTOS HAZARD EXCLUSION ENDORSEMENT

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION:

THE COMPANY SHALL HAVE NO OBLIGATION UNDER THIS POLICY:

- (1) TO INVESTIGATE, SETTLE OR DEFEND ANY CLAIM OR SUIT AGAINST ANY INSURED ALLEGING ACTUAL OR THREATENED INJURY OR DAMAGE OF ANY NATURE OR KIND TO PERSONS OR PROPERTY WHICH ARISES OUT OF OR WOULD NOT HAVE OCCURRED BUT FOR THE ASBESTOS HAZARD; OR
- (2) TO PAY, CONTRIBUTE TO OR INDEMNIFY ANOTHER FOR ANY DAMAGES, JUDGEMENTS, SETTLEMENTS, LOSS, COSTS OR EXPENSES THAT MAY BE AWARDED OR INCURRED BY REASON OF ANY SUCH CLAIM OR SUIT OR ANY SUCH INJURY OR DAMAGE OR IN COMPLYING WITH ANY ACTION AUTHORIZED BY LAW AND RELATING TO SUCH INJURY OR DAMAGE.

PAGE 1 OF 2

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..

Authorized Agent

11-01455



cy Number

CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ASBESTOS HAZARD EXCLUSION ENDORSEMENT (CONT.)

AS USED IN THIS ENDORSEMENT, "ASBESTOS HAZARD" MEANS:

- AN ACTUAL EXPOSURE OR THREAT OF EXPOSURE TO THE HARMFUL PROPERTIES OF ASBESTOS, OR
- THE PRESENCE OF ASBESTOS IN ANY PLACE, WHETHER OR NOT WITHIN A BUILDING OR STRUCTURE.

MEANS THE MINERAL IN ANY FORM, INCLUDING BUT NOT LIMITED TO FIBERS OR DUST.

PAGE 2 OF 2

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a fully authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Form AL-8-2 B Printed in U.S.A. ISO:



cy Number

Named Insured and Address .

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EMPLOYEE BENEFITS LIABILITY INSURANCE

AMENDMENT OF CLAIMS MADE PROVISION

IT IS AGREED THAT THE INSURANCE IS AMENDED AS FOLLOWS:

1. PROVISION I, "EMPLOYEE BENEFITS LIABILITY COVERAGE" IS AMENDED BY ADDING THERETO THE FOLLOWING AS THE SECOND PARAGRAPH THEREOF:

IN ADDITION AND SUBJECT TO THE FOREGOING PROVISIONS, A CLAIM FOR DAMAGE SHALL BE CONSIDERED AS BEING FIRST MADE AT THE EARLIER OF THE FOLLOWING TIMES:

- (1) WHEN THE INSURED FIRST GIVES WRITTEN NOTICE TO THE COMPANY OF SPECIFIC CIRCUMSTANCES INVOLVING A PARTICULAR PERSON WHICH MAY RESULT IN A CLAIM FOR DAMAGES; OR
- (2) IN THE EVENT THE POLICY IS CANCELLED OR OTHERWISE TERMINATED AND A NEGLIGENT ACT OR OMISSION, TO WHICH THIS INSURANCE APPLIES, OCCURRED DURING THE PERIOD PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION, THE DATE ON WHICH CLAIM IS MADE IF WITHIN SIXTY DAYS AFTER SUCH CANCELLATION OR TERMINATION AND PROVIDED WRITTEN NOTICE THEROF IS GIVEN BY THE INSURED TO THE COMPANY AS REQUIRED BY THE PROVISIONS OF THIS INSURANCE.
- 2. THE FOLLOWING SUBDIVISION IS ADDED TO EXCLUSION (A):
 - (5) LIABILITY OF THE INSURED FOR DAMAGES BECAUSE OF ANY NEGLIGENT ACT
 OR OMISSION WHICH OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS
 INSURANCE. IF INSURANCE WITH RESPECT TO SUCH LIABILITY IS AFFORDED
 IN WHOLE OR IN PART UNDER ANY OTHER INSURANCE POLICY (OTHER THAN A POLICY ISSUED
 BY THE COMPANY) OR UNDER A QUALIFIED PLAN OR SELF INSURANCE.

BY THE COMPANY) OR UNDER A QUALIFIED PLAN OR SELF INSURANCE. Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a puly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agen

U-01457

Form AL-8-2 B Printed in U.S.A. ISO:



cy Number

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXPLOSION, COLLAPSE AND UNDERGROUND (X, C & U)
PROPERTY DAMAGE LIABILITY COVERAGE

EXCLUSION (Q) IS DELETED.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a "ily authorized agent of the company shall constitute valid countersignature of this endorsement."

Countersigned by...

Authorized Agent

RURAL ELECTRIFICATION COOPERATIVE ENDORSEMENT (TEXAS)



Named Insured and Address

Scy Number CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

- I. THE INSURER AGREED WITH THE RURAL ELECTRIFICATION ADMINISTRATION THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:
 - A. THE COMPANY AGREES THAT IT WILL NOT USE, EITHER IN THE ADJUSTMENT OF CLAIMS OR IN THE DEFENSE OF SUITS AGAINST THE <u>INSURED</u>, THE <u>IMMUNITY</u> OF THE <u>INSURED</u> FROM TORT LIABILITY, UNLESS REQUESTED BY THE <u>INSURED</u> TO INTERPOSE SUCH DEFENSE.
 - B. THE <u>INSURED</u> AGREES THAT THE WAIVER OF THE DEFENSE OF IMMUNITY SHALL NOT SUBJECT THE COMPANY TO LIABILITY FOR ANY PORTION OF A CLAIM, VERDICT OR JUDGMENT IN EXCESS OF THE LIMIT OF LIABILITY STATED IN THE POLICY.
 - C. THE COMPANY AGREES THAT IF THE <u>INSURED</u> IS RELIEVED OF LIABILITY BECAUSE OF ITS IMMUNITY, EITHER BY INTERPOSITION OF SUCH DEFENSE AT THE REQUEST OF THE <u>INSURED</u> OR BY VOLUNTARY ACTION OF A COURT, THE INSURANCE APPLICABLE TO THE INJURIES ON WHICH SUCH SUIT IS BASED, TO THE EXTENT TO WHICH IT WOULD OTHERWISE HAVE BEEN AVAILABLE TO THE <u>INSURED</u>, SHALL APPLY TO OFFICERS AND EMPLOYEES OF THE <u>INSURED</u> IN THEIR CAPACITY AS SUCH; PROVIDED, THAT ALL DEFENSES, OTHER THAN IMMUNITY FROM TORT LIABILITY, WHICH WOULD BE AVAILABLE TO THE COMPANY BUT FOR SAID IMMUNITY IN SUITS AGAINST THE <u>INSURED</u> OR AGAINST THE COMPANY UNDER THE POLICY, SHALL BE AVAILABLE TO THE COMPANY WITH RESPECT TO SUCH OFFICERS AND EMPLOYEES IN SUITS AGAINST SUCH OFFICERS AND EMPLOYEES OR AGAINST THE COMPANY UNDER THE POLICY.
- II. THE <u>INSURED</u> ALSO AGREES WITH THE RURAL ELECTRIFICATION ADMINISTRATION AS FOLLOWS:

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a "ily authorized agent of the company shall constitute valid countersignature of this endorsement."

GH-167-0

光知代科學科 Printed in U.S.A. ISO:

Countersigned by

Authorized Agent



icy Number

₩91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE.

- A. THAT THIS ENDORSEMENT FORMS A PART OF THE ORIGINAL POLICY.
- B. CHANGES IN POLICY FORMS OR ENDORSEMENTS AS A RESULT OF APPROVAL BY A REGULATORY AUTHORITY WILL BE SUBMITTED TO THE RURAL ELECTRIFICATION ADMINISTRATION.
- C. THAT IT WILL MAIL TO SAID ADMINISTRATION, AT LEAST TEN DAYS BEFORE THE EFFECTIVE DATE THEREOF, NOTICE OF CANCELLATION OR TERMINATION OF SAID POLICY.
- D. THAT EACH ENDORSEMENT SUBSEQUENTLY ISSUED WILL BECOME A PART OF SAID ORIGINAL POLICY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a 'uly authorized agent of the company shall constitute valid countersignature of this endorsement.

GH-167-0

光文文文文文文文文 Printed in U.S.A. ISO:

Countersigned by

EXCLUSION - PROPERTY DAMAGE FROM NON-SUPPLY OF FUEL OR ENERGY



Named Insured and Address

章cy Number 91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

IT IS AGREED THAT:

- (1) THE INSURANCE DOES NOT APPLY TO <u>PROPERTY DAMAGE</u> ARISING OUT OF THE FAILURE OR INABILITY OF THE <u>INSURED</u> TO SUPPLY <u>FUEL</u> OR <u>ENERGY</u> TO ANY OR ALL OF ITS CUSTOMERS UNLESS SUCH FAILURE OR INABILITY RESULTS FROM SUDDEN AND ACCIDENTAL PHYSICAL INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY OF THE <u>INSURED</u> OR OF ANY SUPPLIER OF <u>FUEL</u> OR <u>ENERGY</u> TO THE INSURED.
- (2) AS USED IN THIS ENDORSEMENT, "FUEL OR ENERGY" MEANS COAL, OIL, GAS, GASOLINE, ELECTRICITY OR ANY OTHER PRODUCT OR NATURAL RESOURCE USED AS A SOURCE OF HEAT, POWER OR ENERGY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

 Countersigned by.

HEATING AND POWER COMPANIES

(Products Hazard Interpretation)

Named Insured and Address

Effective date

......12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that electricity, gas or steam furnished or supplied by electric light and power, gas, steam heating or power companies or cooperatives shall not be deemed to be "goods or products" subject to the provisions of the policy relating to the products hazard.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP HARTFORD, CONNECTICUT

Hartford Fire Insurance Company Hartford Accident and Indemnity Company Citizens Insurance Company of New Jersey New York Underwriters Insurance Company
Twin City Fire Insurance Company

of New Jersey

Authorized Agent

Form L-3064-0 Printed in U. S. A. 7-'66 (NBCU: G 407)

General Liability Amendatory Endorsement — Additional Definition





Named Insured and Address

This endorsement forms a part of Policy No......issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Authorized Agent

Form L-4128-0 Printed in U.S.A. (ISO: GL 00 19 07 78)



Host Liability Insurance

THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No issued by THE HARTFORD INSURANCE GROTHERIN, and takes effect as of the effective canother effective date is stated herein.	OUP company desi	ignated	
•	•		•

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE

It is agreed that exclusion (h) does not apply to liability imposed upon the insured as the result of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages, and provided further that there has been no intentional violation of any statute, regulation, or ordinance committed by or at the direction of the insured.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

s endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form L-4191-0 Printed in U.S.A. (N.S.)

INCIDENTAL MALPRACTICE LIABILITY



Named Insured and Address

Policy	Number
---------------	--------

*R P220113

innorsement forms a part of the policy as numbered above, issued the HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endl. No.

This endorsement modifies such insurance as is altorded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

OWNERS*, LANDLORDS* AND TENANTS* LIABILITY INSURANCE

IT IS AGREED THAT:

 THE DEFINITION OF "BODILY INJURY" IS AMENDED TO INCLUDE INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES BY ANY PHYSICIAN, DENTIST OR NURSE WHILE EMPLOYED BY NEBRASKA PUBLIC POWER DISTRICT

TO PROVIDE SUCH SERVICES;

2. EXCLUSION (J) DOES NOT APPLY TO INJURY TO THE EMOTIONS OR REPUTATION OF A PERSON ARISING OUT OF THE RENDERING OF SUCH SERVICES.

Nothing herein contained shall be held to vary, waive, after, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a uthorized agent of the company shall constitute valid countersignature of this endorsement.

Countersioned by

Authorized Agent

U-01465

GS-125 Printed in U.S.A. ISO.

ADDITIONAL INSURED (Employees)



Named Insured and Address

Effective date.....

.12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- 1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partner-ship or joint venture, any partner or member thereof.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

his endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes lect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....

Form L-3022-0 Printed in U.S.A. (GL 20 06 07 66)

U-01466

Authorized Agent

Exclusion Completed Operations and Products Hazards



Mar Number			Named Insured	and Address	•	
icy Number	•-		Harrios Insuled	u rigul 633		
		. [•	•
This endorsement forms	a part of the policy as numbered	above, issued				
and takes effect as of	SURANCE GROUP company design the effective date of said policy u	nated therein, nless another				
effective date is stated	herein.	1				
Effective Date	Effective hour is the same		•			
	in the Declarations of the	policy.		•		
Endt. No.					- .	
-	·				•	
This endorsement mod	difies such insurance as is afforde	d by the provisions of	the policy relating to	the following:		
•	COMPREH	ENGIVE GENERAL LI	DILITY INCLIDANCE			
	COMPHERE	ENSIVE GENERAL LI	BILLIT INSURANCE	•		
		·				
, is agreed that such in	surance as is afforded by the Bodi	ly Injury Liability Cove	age and the Property	/ Damage Liabi	lity Coverage doe	s not app
odily injury or proper	ty damage included within the Co	ompleted Operations	Hazard or the Prod	ucts Hazard		
ouny injury or proper	ty camage included within the Ot	Simpleted Operations	ilazaid of the Fiod	ucis Hazaru.		
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	d shall be held to vary, waive, alte	er, or extend any of th	e terms, conditions,	agreements or	declarations of the	e policy, o
Nothing herein containe than as herein stated.	d shall be held to vary, waive, alte	er, or extend any of th	e terms, conditions,	agreements or	declarations of the	e policy, o
than as herein stated.	not be binding unless countersigne	d by a duly authorized	agent of the compan	y; provided that	if this endorseme	nt takes e
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Business Auto Coverage Part

sued to	form a part of Policy No.	91	CLR P22011E	_ to b	e effective _			_at the	hour stated in	the policy.	The Stock	Insurance
Sompany	providing this insurance is	s shown	on the Declarations P	age of	such policy	as the	"Insurer."					

This Coverage Part is not binding unless countersigned by a duly authorized agent of ours; but if it takes effect as of the effective date of the policy of which this Coverage Part forms a part then countersignature on the Declarations Page of that policy by a duly authorized agent of ours is valid countersignature of this Coverage Part.

All of the provisions, conditions and other terms of this BUSINESS AUTO COVERAGE PART shall apply only as specified herein and none of the provisions, conditions and other terms of the policy of which this BUSINESS AUTO COVERAGE PART forms a part shall apply to insurance hereunder unless otherwise stated herein. Hereafter, any use of the word "policy" in this BUSINESS AUTO COVERAGE PART (or any endorsement forming a part of, changing or applicable to this BUSINESS AUTO COVERAGE PART."

DECLARATIONS — BUSINESS AUTO COVERAGE PART

ITEM ONE — NAMED INSURED AND ADDRESS

This BUSINESS AUTO COVERAGE PART is completed by:

(a) this Declarations Form C-2013,

Form C-2014,

Form C-2015,

Form C-2016,

- (b) its provisions and conditions printed in Form CA00010180
- (c) any Endorsements issued to form a part of it.

Form Numbers of Endorsement forming part of this BUSINESS AUTO COVERAGE PART on the above effective date:

SEE SCHEDULE OF ENDORSEMENTS (AL-8-2B)

U-01468

ountersigned by

Authorized Agent

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Form C-2014

DECLARATIONS — BUSINESS AUTO POLICY (Continued) ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS

THE HARTFORD

Policy No. 91 CLR P22011E

is policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as vered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the overage.

COVERAGES :	COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (Absence of a limit entry means that the limit entry shown, if any, in item four applies instead)	ESTIMATED PREMIUM
AA = LIABILITY INSURANCE	1	\$ 2,000 _{,000 each accident}	ж s
AB = LIABILITY INSURANCE		\$,000 Bodily injury each person \$,000 Bodily injury each accident \$,000 Property Damage each accident	s
AC = PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury Protection Endorsement minus deductible	\$
$AD = \begin{array}{l} ADDED \ PERSONAL \ INJURY \ PROTECTION \\ (or equivalent added No-Fault coverage) \end{array}$		Separately stated in each Added Personal Injury Protection Endorsement	\$
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement min deductible for each accident	us \$
AF = AUTO MEDICAL PAYMENTS INSURANCE		\$ for Bodily Injury for each Insured	s
AG = UNINSURED MOTORISTS INSURANCE	2	\$ 50 ,000 each accident	s_×
AH = UNINSURED MOTORISTS INSURANCE		Separately stated in the Split Uninsured Motorists Limits Endorsement	\$
PHYSICAL DAMAGE INSURANCE			
= COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in Iter four as "Dollar Limit", whichever is smallest, minus any Deductible show in Item four for each covered auto for all loss except fire or lightning	n vn s
AK = SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in Ite four as "Dollar Limit", whichever is smallest, minus \$25 Deductible feach covered auto for loss covered by mischief or vandalism	m or \$
AL = FIRE COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ite four as "Dollar Limit", whichever is smallest	m \$
AM = FIRE AND THEFT COVERAGE	·	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ite four as "Dollar Limit", whichever is smallest	m S
$AO = \frac{\text{FIRE}}{\text{COVERAGE}}$		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ite four as "Dollar Limit", whichever is smallest	m S
AP = LIMITED SPECIFIED PERILS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ite four as "Dollar Limit", whichever is smallest	sm S
AR = COLLISION COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ite four as "Dollar Limit", whichever is smallest, minus any Deductible show in item four for each covered auto	m vn \$
AT = TOWING AND LABOR (Not available in California)		\$25 for each disablement of a private passenger auto	s
INCLUDED IN COMPOSITE F	RATE	Endorsement Premium (Not included in above (Coverage premiums)	* * *
SEE PREMIUM COMPUTATION	N ENDORSEMENT	ESTIMATED TOTAL PREMIU	M s x x

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began.

'e will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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Resi	dent Agent Countersigna	ture Endor	sement			
2 3 H	lartford Fire Insurance Company lartford Accident and Indemnity Company lartford Casualty Insurance Company lew York Underwriters Insurance Company	မီ 🕝 Hai	in City Fire Insurance Aford Insurance Comp Atford Insurance Comp	any of t	he Midwest	THE HARTFORD
j.		•	ſ		Named Insured	and Address
	ndorsement forms a part of licy No. D *Bond No. 91 CLR F	22011F	1	NF	RRASKA PURI I	C POWER DISTRICT
issued therei	INCY NO. DESIGNATION OF THE HARTFORD INSURANCE IN, and takes effect as of the effective diverged in the effective diverged in the effective diverged.	GROUP compa ate of said policy	iny designated unless another	14	15-15TH ST.	68601
Effect		ective hour is the				
07	01-86	ie Deciarations (ittle Policy.			·
*Note	: If this endorsement is issued to form	a part of a bond,	the word "Policy" a	as usea	herein means "Bond	r.
State	for which this endorsement is issued	Producing A	gent or Broker			
SD				9102		<u> </u>
The in	surer with respect to each coverage	shall be as desi	gnated by Co. Cod	1	T	T
Co. Code	(Automobile)	Premium For S	State	Co. Code	Coverages (other than Auto)	Premium For State
	Bodily Injury	\$		5	General Liability	\$ TBD
	Medical Payments	\$			Workmen's Compensation	\$
	Property Damage	\$			Burglary	\$
	Comprehensive	\$			Glass	\$
ww.	Collision	\$			Bond	s
*	Fire and Allied	s			Marine	\$
	Other (specify)	s		1.	Other (specify)	s
	ng herein contained shall be held to vas herein stated.	vary, waive, alte	er, or extend any	of the	terms, conditions, a	agreements or declarations of the policy, other
The c	countersignature hereto, by a duly autincems that portion of the Risk located	norized agent of in the State na	the company, is med above.	to be o	considered the valid	countersignature to the above policy, in so far
Agen	cy Location		Countersignature	by (Be	egident Agent)	ont
Form	G-1760-9 (Ed. 8-'84) Printed in U.S	.A.			26.67.00	
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FORM C-2015 DECLARATIONS — BUSINESS AUTO POLICY (Continued)



M THREE — DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBO	L	DESCRIPTION
1 .		ANY AUTO.
2	anner de	OWNED AUTOS ONLY. Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3	·	OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4	=	OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
5	=	OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own for which you are required to have No-Fault Benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided you are required to have No-Fault Benefits in the state where they are licensed or principally garaged.
6	=	OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own for which, because of the law in the state where they are licensed or principally garaged you are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	<i>,</i> =	SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR for which a premium charge is shown (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).
8	=	HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or members of their households.
9	• =	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.

Form C-2016 DECLARATIONS— BUSINESS AUTO POLICY (Continued)



THE HARTFORD

Policy No. 91 CLR P22011E

overed ` uto	Description — Year, Model, Trade Name, Body Type City or Town and State where the covered auto will be principally garaged						Original Cost New (Chassis & Body including Special			
C.	Territory	Tax	Classificat	tion S	ize — GVW or p CW or Vehicle	ladies of Operation	L = Local, I =	Intermediate,	LD = Long Distance	Equipment) or Rating Symbol
	Code	Code	Code	Š	eating Capacity	Jse S = Service, R	= Retail, C =	= Commercia	l, Other (Describe)	
1	Garaged:									
	}	}		1	-	Radius of Operation	on:		=	4
	Garaged:	<u> </u>	1		<u></u>					
2		Τ			Ti	Radius of Operation	on:			1
	<u></u>					Use:				
	Premiums ITEM TWO	and Limi	ts — Absence eclarations Lin	i, if any, of nit Column	a limit entry below applies instead.	means that the li	mit entry sh	own in the	corresponding	
	Liability Pr	emiem Cov.	Added PIP	Auto Med Pa Limit for eac		·	en-Collision)	Cellision		Towing and
ivered ito	· -	AB 🗆	Premium Cov. AD	Insured Cov. AF	Accident Cov. AG	Coverage *	Dollar Limit	Cov. AR Deductible	lance or or	Labor Premium
0.		emium . AC	PPI Premium Cav. AE	Auto Med F Premium Cov. AF	Pay Uninsured Motorists Premium Cov.		Rate	Premium	Dollar Limit	Cov. AT
				 		Coverage	1	1		
1	\$ SE		\$ PREMIU	INS COM	PUT&TION	\$	 \$	\$	\$	
	\$		\$ENDORSE	MENT	\$	\$	\$	\$	\$	\$
			_			Coverage	V]	1	
2	\$		\$	\$	\$	\$	\$	\$	\$]
• •	e		\$	\$	\$	 	\$		s	\$
Indičate appli	cable PHY		<u> </u>		erage for each Cover	<u></u>	.;Ψ	\$	ΙΦ	14
	Identified	by Covere			Towing, all physical		payable to yo	u and the lo	oss payee named be	low as interest
vered Auto No(s			e and Address			Covered Auto No(s)	Loss Payee	Name and	Address	
TEM FIVE	SCH	EDULE (F HIRED A	LUTOS (C	overages and P	remiums)	<u> </u>			
	SURANCE -	- RATING	BASIS IS COS	ST OF HIRE	. Cost of hire means embers). Cost of hire	the total amount	you incur for charges for	the hire of services pe	autos you don't owr nformed by motor c	n (not including arriers of prop
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ou borrow o assengers. EADQUARTER	as k	LASSIFICA ODE		ED COST O		\$			\$	
EADQUARTER ATE TEM SIX -	SCHE	DULE FO	\$ \$ OR NON-OW	INERSHIF	LIABILITY ployees or members	\$	ds but only	while used	\$	your personal
TEM SIX -	- SCHE	DULE F(\$ \$ OR NON-OW	INERSHIF	LIABILITY	\$	ds but only	while used	\$	your personal
TEM SIX - LIABILITY IN - RATING B	- SCHE	DULE FO	\$ S OR NON-OW autos owned t	/NERSHIP	LIABILITY	\$		while used	\$ in your business or	your personal

" INCLUDED IN COMPOSITE RATE

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BUSINESS AUTO POLICY

CA 00 01 (Ed. 01 80)

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
- B. "We", "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
 - Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
 - Vehicles designed for use principally off public roads.
 - Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
 - 4. Vehicles not required to be licensed.
 - Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.
- "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer.

PART II — WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO of the declarations shows the autos that are covered autos for each of your coverages. The numerical symbols explained in ITEM THREE of the declarations describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
 - If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.
 - But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

- a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.
- C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered **autos** for liability insurance:

- Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- Mobile equipment while being carried or towed by a covered auto.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered **auto** is being transported between any of these places.

PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

- We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

- Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
- Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
- 5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the insured or in the insured's care, custody or control.
- 7. Bodily injury or property damage resulting from the handling of property:

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- a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
- 8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
- Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
 - a. The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
 - b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.
 - c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.
- 3. Anyone liable for the conduct of an insured described above is an insured but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY.

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the declarations.
- All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

- While a covered auto is away from the state where it is licensed we will:
 - a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.
 - b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.
- We will not pay anyone more than once for the same elements of loss because of these extensions.

PART V — PHYSICAL DAMAGE INSURANCE

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A. WE WILL PAY.

- We will pay for loss to a covered auto or its equipment under:
 - a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
 - b. Specified Perils Coverage. Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism;
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.
 - c. **Collision Coverage.** Caused by the covered **auto's** collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

- Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- Loss caused by declared or undeclared war or insurrection or any of their consequences.
- Loss caused by the explosion of a nuclear weapon or its consequences.

- 5. Loss caused by radioactive contamination.
- Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- 8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES — THE MOST WE WILL PAY.

- 1. At our option we may:
 - Pay for, repair or replace damaged or stolen property; or
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- The most we will pay for loss is the smaller of the following amounts:
 - a. The actual cash value of the damaged or stolen property at the time of loss.
 - The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3: For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VI — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- 1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and
- where the **accident** or **loss** happened. **You** must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved insureds must:
 - a. Cooperate with us in the investigation, settle-

ment or defense of any claim or suit. No **insured** shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

- Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
- Submit at our expense and as often as we require to physical examinations by physicians we select.
- d. Authorize us to obtain medical reports and other pertinent medical information.
- Additionally, to recover for loss to a covered auto or its equipment you must do the following:
 - Permit us to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
 - c. Submit a proof of loss when required by us.
 - d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE.

- For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
 - a. Is excess while it is connected to a motor vehicle you don't own.
 - Is primary while it is connected to a covered auto you own.
- When two or more policies cover on the same basis, either excess or primary, we will pay only our share.
 Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

- You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of

- mailing of any notice will be sufficient proof of notice.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

 If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.



Named Insured and Address

cy Number

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This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BUSINESS AUTO

ENDORSEMENTS FORMING PART OF THE BUSINESS AUTO COVERAGE PART

(FORM #)

(FORM NAME)

AL-8-2B

PREMIUM COMPUTATION ENDORSEMENT

AL-8-2B

CANCELLATION PROVISION ENDORSEMENT

^A2X17(0178)

UNINSURED MOTORIST INSURANCE

A9921 (0178)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

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POLLUTION HAZARD EXCLUSION

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.

Authorized Agent



Named Insured and Address

Licy Number

91 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BUSINESS AUTO

PREMIUM COMPUTATION ENDORSEMENT

IT IS AGREED THAT THE PREMIUM FOR THIS POLICY IS DETERMINED BASED ON THE FOLLOWING RATES:

OVERAGES	CLASS CODE	NO. OF POWER UNITS	RATES RETRO EXCESS	EST. PREMIUMS RETRO EXCESS
LIABILITY INSURANCE (INCLUDING HIRED AND NON-OWNED); UNINSURED/ UNDERINSURED MOTORIST INSURANCE	4599	613	283.110 351.396	\$173,546. \$215,406.

TOTAL ESTIMATED ANNUAL PREMIUM: \$388,952.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by...

Authorized Agent



Named Insured and Address

y Number 1 CLR P22011E

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BUSINESS AUTO

CANCELLATION PROVISION ENDORSEMENT

IT IS AGREED THAT PARAGRAPH 2. OF CONDITION D., CANCELLING THIS POLICY DURING THE POLICY PERIOD, OF THIS POLICY IS DELETED AND REPLACED WITH THE FOLLOWING:

2. WE MAY CANCEL THE POLICY. FOR CANCELLATION BY REASONS OTHER THAN NON-PAYMENT OF PREMIUM, WE WILL MAIL YOU AT LEAST 60 DAYS NOTICE AT YOUR LAST ADDRESS KNOWN BY US. FOR CANCELLATION BY REASON OF NON-PAYMENT OF PREMIUM 10 DAYS NOTICE WILL BE GIVEN. WE MAY DELIVER ANY NOTICE INSTEAD OF MAILING IT. PROOF OF MAILING OF ANY NOTICE WILL BE SUFFICIENT PROOF OF NOTICE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE

WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged,
 - For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - For which an insuring or bonding company denies coverage or is or becomes insolvent,
 - Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

- 1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- 2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

WE WILL NOT COVER - EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY

- 1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
- Any amount payable under this insurance shall be reduced by:
 - All sums paid or payable under any workers' compensation, disability benefits or similar law, and
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNIN-SURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.
- OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION .

a. If we and an insured disagree whether the insured is legally entitled to recover damages

from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.



THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

- A. The policy does not apply:
 - Under any Liability Coverage, to bodily injury or property damage
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories

or possessions or Canada, this exclusion c applies only to property damage to such nuclear facility and any property thereat.

B. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 1 or 2 thereof;

"nuclear facility" means

- 1. any nuclear reactor,
- any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- 4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

Pollution Hazard Exclusion



It is agreed that each and every exclusion forming a part of the policy and relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following exclusion:

We have no obligation under this policy:

- (1) to investigate, settle or defend any claim or suit against any **insured** alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the **pollution hazard**; or
- (2) to pay any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage.

As used in this endorsement, "pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal pollutants, contaminants, irritants or toxic substances, including smoke, vapors, soot, fumes, acids or alkalis, and waste materials consisting of or containing any of the foregoing.

Accepted By:	 ·	
Title:	 	
Date:	 	·

(e) 'Comprehensive General Liability Insurance or Completed Operations and Products Liability Insurance, "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;

Contractual Liability Insurance, "cost" means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(g) Garage Insurance, "remuneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the named insured, subject to an average weekly maximum of \$100, and (b) the remuneration of each Class B person at a fixed amount of \$2,000 per annum with respect to Dealer Risks (Hazard 1) or \$5,200 per annum with respect to Non-Dealer Risks (Hazard 2)

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile

owned by the named insured; and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees;

- (h) Comprehensive Automobile Liability Insurance,
 - (1) "cost of hire" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;
 - (2) "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;
 - (3) "Class 2 employees" means all employees, including officers, of the named insured, not included in Class 1 persons.

NUCLEAR ENERGY LIABILITY EXCLUSION

This exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

- I. The policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear

facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this exclusion:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or hyproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear nuaterial if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "property damage" includes all forms of radioactive contamination of property.

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums

and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as

is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.
- Insured's Duties in the Event of Occurrence, Claim or Suit
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the *insured* to determine the *insured's* liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is' primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the low on the same basis, whether primary, excess or contingent, the corpany shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision

below

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

of the loss is paid.
(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible in-

surance against such loss.

- 7. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the *insuzed* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.
- 8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.
- Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, hower the named insured shall die, such insured's legal representative, the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- 10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
- 11. Cancellation This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The than ten days thereaster such cancellation shall be effective. The mailing of notice as asoresaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company

shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company

Michael S. Will

- NEBRASKA PUBLIC POWER

HAVARIOUS WAS INVESTIGATED SO

THIS SHIPPING ORDER	must be legibly filled in, in ink, in Indelible Pencil, or in Carbon, and retained by the Agent. MANI

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P.A. ID Code No.400980633069		Generator E.P.A. ID		Nebraska N/A	Public P	ower Distric	
idress 500 West McKissock	- 763	Address West Highway 34					
tination Holden, Missouri 64040		Origin:		York No			
No. (816) 732-4117	S LAZA	DECLASS T	Haz Mat	(402) 31	72-6681 Weights	EABELS RECUIR	
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RQ-10/4.54 Polychlorinated Biphenyls	ORN-F		2315	N/A		PCR/ORM	
ACARDS REQUIRED				111		The state of the s	
RECEIVED, audiect to the classifications and tariffs in effect on the date of the issue of packages unknown, marked, continged, and destined as indicated above which said carry under the contract) agrees to carry to its usual place of delivery at said destination, if on or any of, said property ever all or any portion of said rouges to destination and as to sent bill of lading terms and conditions in the governing classification on the date of shipment shipper hereby cartifles that he is familiar with all the bill of lading terms and conditions and his assigns.	-	-			ed to by the shipper and		
S/D FACILITY	IN COLUMN		Name_Pa	trick E.	Perrin		
P.A. ID Code No					4117/(913)		
estination			Response C	enter	in D. C.	0-424-8802 426-2675	
This is to certify that the above named materials are proper or transportation according to the applicable regulations of gnature.	ly classified the Departm		ackaged, mar ortation and t			proper condition	
RANSPORTER #1 Rose Chemical-PCB Div	visãon			E.P.A. ID	10. MOD9808	33069	
dress 500 West McKissotk		State	MO_Zip_	64040	Phone (816)	732-4117	
tyHolden		ha hazardaya	waste ships		9-15		
ty Holden This is to certify accept	ptance of the	ne nazardous		Date	1 10	-83	
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GENERATOR Mebraska Public Power

MAN # 0271 DATE RECEIVED: 9-16-83

VHSE#	DATE PROCESSED	INS.#	DATE DISPOSED	METAL#	DATE DISPOSED	CORE & PAPER#	DATE DISPOSED	OIL#	DATE DISPOSED	FIN'L DISP. DATE
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Generator Name MEDRASKA PUBLIC T	EWER DISTRICT DULE 9-18-83
5500 GALLON	
A-17C	Taken By: Bob

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Varehs, #	Weight	PPM	Sumaris: SERGENTTEN	DATE OF G. C RUN
TANK COMP	#	16 PPM 65	Sumarias: StagentTEN	9-16-83
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TY" GRAIN ELE	V — Phone 362-5571		Nº 088	
Milo - \	Wheat — Corn. — Be Q: Grass Test Wt.	ans Price 2	<u> </u>	
29 73	O Tare Moisture O Net Dockage	<u>010:</u>		
Bu (30.5	2TW Amount			œ, व्



2459 Charlotte Street Kenses City, Missouri 64108 (816) 471-7227

CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Generator Nebraska Public	Power District
Origin <u>Nebraska</u>	
Date Received 9/14, 9/20/83	Date Processed 1/28/84
Material Processed 11.527 g	allons PCB oil
Manifest Number 271A, 27	
Date	

HAVAARDOUS WASHE MANIEST

THIS SHIPPING ORDER must be legibly filled Carbon, an	in, in ink, in Ir	delible Pencil, or in a Agent.				
Carpon, an	id retained by th	• Agent.	M	1 4 1	271-B	NUMBER
	Will and			grant/		
TO:		FROM: .	*-		0.114	
T/S/D FACILITY Rose Chemical-PCB Div E.P.A. ID Code No. MOD980633069	1510n	Generator E.P.A. ID	Code No.	Nebraska N/A	Public	Power Distric
Address 500 West McKissock Destination Holden Missouri 640	40	Address Origin		West Hig		7.53
Phone (816) 732-4117	tr()	Phone	- 47		2-6681	, w. d.
Shipping 2 7 50 OTTO PROPERT SHIPPING NAMES 55	. HAZA	RDECLASS :	Haz Mac Zej Dane o	FPA - L Hazwasie No. 3	WEIGHT	FABELS REQUIRED (arabxemphans No.)
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12 Barrels of Cap, 1	/					
8 Bruls of Lebris IA	int					
13 Bakels of Stiller is	8.					
2 Barrels of transforms						
RQ-10/4.54 Polychlorinated Biphenyls	ORM-	E	2315	N/A		PCB/ORM
PLACARDS REQUIRED . NOTE - Where the rate is dependent on value, shippers are required to state specific	allo la calita	Subject to Searners 7 of the co				SIGHT CHARGES
the agreed or declared value of the property. The agreed or declared value is hereby specifically stated by the shipper to be not exceeding		on the contingent, the control Yes agence asset on make or	ner school enge true terrinosang e phonory of their sinchment school (Segmenter of Cor	interested of Integral and old	PRI	REIGHT CHARGES EPAID COLLECT TO THE PAID COLLECT
RECEIVED, subject to the classifications and tariffs is effect on the date of the issue of pechages unknown), marked, consigned, and dealined as indicated above which said carrie	r (the word carrier	being understood throu	ed above in apparent a	good order, except as a meening any person	or corporation in posi	session of the property.
under the contract) agrees to carry to its usual place of delivery at said destination, if on or any of, said property over all or any portion of said route to destination and as to each bill of leding terms and conditions in the governing clessification on the date of shipment, Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions and his assigns.	in the governing of	nterested in all or any : lassification and the si	said property, that ex aid terms and condition	o said destination. It very service to be per ons are hereby agreed	t is mutually agreed as formed heraunder shall to by the shipper and	be subject to all the
ALTERNATE DESTINATION (EMERGENCY O			-	-		MATION
T/S/D FACILITY		CONTACT	Name Pa	atrick E.	Perrin	
E.P.A. ID Code No		National F) 384-5424 0-424-8802
Destination			Response C		in D. C.	426-2675
This is to certify that the above named materials are proper	ly classifie	d, described, p	ackaged, mar	ked and label	ed, and are in	proper condition
for transportation according to the applicable regulations of	the Depart	ment of Transp	ortation and t	he E.P.A.		
Generator Signature Levy & Cost			•	Date	9/16/8	3
TRANSPORTER #1 Rase Chemical - PCB D	ivision			E.P.A. ID No	MOD9806	30069
City Holden		State	MO_Zip_(54040	Phone (816	732-4117
Transporter No. 1 aron This is to certify accepting Signature Melining	tance of t	he hazardous	waste ship	ment. Date	9-16	-83
TRANSPORTER #2	3.11			E.P.A. ID No		
Address		State	Zip		Phone	- 3
Transporter No. 2 This is to certify acce	ptance of		The Post of The Later of The La	ment.		4
TREATMENT/STORAGE/DISPOSAL FACILITY				Date		
This is to certify acceptance of t	he hazard	ous waste for			disposal.	
T/S/D FACILITY. Planold Procon				Onto	9.17	.83

Generator Name AEDRASKA_ , PUDLIC FOWER
NOTE: #: ODTI- B

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0-5/036	465	1200)	· ·	
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M 5642	1	·			
M 51043	1	·	:		
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m 5649	240		•	1	
					

Generator Name NEBRASKA Public Power Bus 4-17-83-

Man E. #: 0071-B

Taken By: Po

Warehs, # Weight	PpM	Renarks:			DATE OF G. C
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M-5647 125					
m-5648 310					
M 5649 150					
M 5650 520				<i>,</i> ••	
M.5651 325	_				3
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M.5693 346					
M 5654 245				•	
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M 5657 265					
M.5658 275		:			
M 5659 154 KG		<u> </u>			

Generator Name NEBRASKA PUDLIC POWER 9-17-83

Mars. 4: 0271 -B

Taken By: Pob

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C 5676	1				•	
C 51077						
c 5678	1.680			<u> </u>		
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c. 5681	1655					
<- 5682	1655		·			
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c. 5684	ĺ				•	
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erta, , , ,	·					

Generator Name NEDRASKA PUBLIC POWER --- 9-17-83

Mars. #: 0271-B

Taken By: BOD

Warehs, #	Weight	PPM	Renarks:		DATE OF G. C RUN
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LC. 5667	330		·		
LC. 51008	325	•		·	
LC. 510109	310			•	
LC 5670	j				•
Lc. 5671	. 1				
c. 5672					
C-5673				:•	
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MARTHA C. ROSE CHEMICALS, INC. PCB DIVISION MATERIAL LOG

REMARKS:

SERIAL NO. SEQ.

MANIFEST NO.

DATE:

CUSTOMER TO BE SELECTED TO S

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KANSAS CITY, MISSOURI 64108 4 PHONE: 3816-471-222 * * RECEIVING Post Treatment Weight GLNS/KOMA-SAM STORAGE house PPM PPM PPM Weight MANIFEST NO. FROM: | TO: SHIPPER LOCATION: IN-HOUSE NO. OTHER. 13. 11. : 6. 5. 7. 10. 2. 3. 4. 12. PROCESSED SHIPPED OUT 435 9/10/83 10/200 Sayles Comp. MCB 01/25/84 -271-A D9T-3 5472 46040 D97-3 0271-8 9/17/83 450 mar 15-51030 NT 8-20-84 0-5631 240 8-20-84 448 0-5138 REPORT 5-25 54 T-5639 3100 T-5100 372 5w m-5641 170 m-4040 300 m-5043 215 m.514 ing at it is

SERIAL NO. SEQ.

MANIFEST NO.

DATE:

GUSTOMER:

PAGE NO.

2 195

THE TREATMENT Pre Treatment Weight GLNS/KGMS MAN SAM DIE STORAGE house PPM Weight PPM PPM MANIFEST NO. FROM: | TO: SHIPPER NO. LOCATION IN-HOUSE OTHER -ATT THE LICE 7 * * ... 5 13. 6. 7. 10. 11. 12. 2. 3. 9. LBS PROCESSED SHIPPED OUT Beatty 5-8-84 027/-8 9/17/83 2 200 D 230 w 30 mrr m-5/45 Beatty 5-8-84 14. 225 m-5/04/0 Beatly 5-8-81 3 m-5047 125 310 m-5048 150 Bushy 5.8 W 245 W. 1080 m-5455 9 470 m-5656 9w 2105 m-51057 275 m-5638 m-5659 340 Beatty 5-8-84 300 m-5660

REMARKS:

PCB DIVISION MATERIAL LOG

HANTEST NO. SEQ.

9459 CHARLOTTE STREET CHANSAS CETT; AFSSOURT 64108 PHONE:

PHONE: \$16-521-12

A CHARLE	nae su	IEET (C)	KANSAS CETT;	1904 2 41			-	-			PPM	A PARTY	TREA	THENT
MANIFEST NO.	STO	RAGE	Post Treatment Weight		Ware- house NO.	Pre Trea Wei	atment		CATION	MAN PPM	SAM PPM	DIF	IN-HOUSE	OTHER
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			*		LC-5/0103		355						12-06-83	12.9.84 12-20.54
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REMARKS:

00530

PCB DIVISION
PATERIAL LOG

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2459 CHARLOTTE STREET KANSAS CTTH MISSOURI 64108 - PHONE : 816-471-7227

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MANIFEST NO.	STO FROM:	RAGE TO:	Post Treatment Weight	SHIPPER	Ware- house NO.	Tre Wei GLNS	atment ght / KGMS	LO	CATION	MAN PPM	SAM PPM	DIF	IN-HOUSE	OTHER	
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					C-5681		1655					- 6	11/23/23	0934 03 5CA 0934 12.39.94	
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REMARKS: 100 p. 1-22 4 West all fumped into BS1# 2 and Should have a process

00531

MARTHA C. ROSE CHEMICALS, INC. PCB DIVISION

REMARKS:

SERIAL NO. SEQ.
MANIFEST NO: 0271-F-G
DATE: 9/1/6/13
CUSTOMER AND AND CREATER PROPERTY.

MATERIAL LOG MATERIAL LOG PHONE: 816-474-2227 459 CHARLOTTE STREET TREATMENT Y Post MAN Treatment Weight ... GLNS/***** DIF -Treatment STORAGE house PPM PPM Weight: MANIFEST NO. FROM: | TO: SHIPPER LOCATION ... IN-HOUSE OTHER NO. : 6. 13. 12. 3. 7. 10. 11. TANKER PROCESSED SHIPPED OUT 9/23/83 271-F D574 mcR 1110 01/29/84 OMI-F 135 Como 2

> 1000 THE RESERVE THE PROPERTY OF THE PARTY OF THE



2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and raplaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of ISCA and 40 OFR 761.60(e)

Generator _	Nebraska Pu	blic Power
Origin	Nebraska	
Date Receiv	ed9/17/83	Date Processed1/29, 3/5, 5/10/8
Material Pr	ccessed 6	PCB transformers, 23,683 lbs. PCB capacitors.
id drums debr		在1880年的特別的企業的企業。1995年,1995年,1996年,1996年,1996年,1996年,1996年,1996年,1996年,1996年,1996年,1996年,1996年,1996年,1996年,1996年
Manifest Nu Date 5	mber <u>271</u> /14/84	B, E, 6151

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Director of Sa		

: CBG/vj

HAVARDOUS WASTE MANIFESTER

THIS SHIPPIN	NG ORDER must be legibly filled Carbon, at	d in, in ink, in in nd retained by the	delible Pencil, or in Agent.	M.		DOCUMENT	NUMBER	
						71GC	Tarta Y	
TO: T/S/D FACILITY	Rose Chemical-PCB Div	ision	FROM: . Generator		lebrask P	ublic Pov	er District	
E.P.A. ID Code No.	M0D980633069	4. F.		Code No.	!/A		4 8 3	
Address	500 West McKissock	11	Address		lest High		4 1 1 1	
Destination Phone	Holden, Missonni 640 (816) 732-4117	40	Origin Phone		ork, Neb		10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Shipping Factor TSP			T HONE	Harry	4112 302	A STATE OF THE STA	LABELSTREQUIRE	
t Unus	ROPER-SHIPPING NAMES ** *	E EMAZA	(n. rrazz 🕾	FISHUKNO K	Noes	WEIGHT	(affExemptions No.	
P.C. E	3. Oil					76040		
		141				+		
	- 100	la .		1				
RQ-10/4.54	4						202 (02)	
PLACARDS REQUIR	inated Riphenyls	ORM	-F	2315	N/A		PCB /ORM	
or any of, said property ever all of bill of lading terms and conditions Shipper hereby certifies that he is and his assigns.	fications and tariffs in effect on the date of the issue of igned, and centrined as indicated above which said carris to its usual place of delivery at said destination, if on any portion of said route to destination and as to sach in the governing classification on the date of shipment, familiar with all the bill of lading terms and conditions	in the governing of	secification and the s	said property, that av	ery service to be per ins are hereby agreed	t or corporation in pass t is mutually agreed a formed hereunder shell t to by the shipper and	onation of coments of session of the property s to each carrier of all be subject to all the accepted for himself	
T/S/D FACILITY_	STINA HONE EMENGENCE	MET	CONTAC		teick E		IAMUN	
E.P.A. ID Code No			CONTAC				384-5424	
Address		11 3 5	National Response Center 1-800-424-8802					
Destination	and the state of t	ocarie.	in D. C. 426-2675					
This is to certify that th	e above named materials are proper ling to the applicable regulations of A Nemum	ly classifie	d, described,	packaged, mar			proper condition	
TRANSPORTER #1	Rose Chemical-PCB Div	ision		457	E.P.A. ID N	MOD980	633069	
AddressCity	Holden McKiesock		State		4040	Phone	732-4117	
Transporter No. 1 Signature_	This is to certify accept	otance of the	ne hazardous	waste ships	nent. Date	9-2	1-83	
TRANSPORTER #2	41				E.P.A. ID N			
City	\$: H		State	Zip		Phone		
Transporter No. 2	This is to certify acce	ptance of 1	he hazardou	s waste ship	ment.		•	
	E/DISPOSAL FACILITY		. (40 - 55)		444			
T/S/D FACILITY T	his is to certify acceptance of	the hazardo	ous waste fo	r treatment,	storage, or	disposal	Q2 .	

TRANSPORTER #1 COPY

1 VI 10/1

Generater Name	AlF UB- 11.	1-41 × 10	Power	2 DISTAICUAE	e of Storage/:>d
	•				
Manifest # (3311-0			Sam	pled by Rob
		-			
Warehouse #	Weight	PPM	Remarks	·	Date G.S. Run
Warehouse # Ccmp ²² 1	47,080	7	- Decens	- 13/20 .	9.20.53
Compati		2.7	,,	- 1360	9-12-53
Cemin = O	1	<i>4.6</i> .	"	- 1340	9-22-83
Comoth K	Ï	23	" .	- 1260	9-20-83
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2459 Charlotte Street Kansas City, Missouri 84108 (816) 471-7227

CERTEFICATE OF PROCESSING.

material has been detertaminated and replained or recycled mandated by our U.S. Environmental Protection Apphoy

Nebra Nebra	ska Public Power D	strict	The state of the s
Ozigia Nebraska			
Late Received 9/22,	9/24, 9/26/83	_ 32:0 8:0	: C=832€ 1/29/84 - 2/10/8/
Material Processad	6277, 5701, 5111	gallons PCB	o 11
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Manifest Number 2710	271F, 271G		
Sate 2/15/84			
The state of the s		- ./	

HAVARDOUS WASTE WANTEST

	NG ORDER must be legibly fille	nd retained by il	Indelible Pencil, or is the Agent.	M	ANIFEST	0271-D	NUMBER
TO: T/S/D FACILITY E.P.A. ID Code No. Address Destination	500 West McKissock Holden Missorri 640	e	FROM: Generator E.P.A. ID Address Origin	Code No.	N/A West Hi	ighway 34 labraska	Power Distri
Phone Shipping	(816) 732-4117		Phone	a deligramor	CI CONTRACTOR	MEIGHT	tabels=gedub
Shipping (2007)	PHOPER SHIPPING NAMES	* * HAZA	IRO (CLASS)	E KO NG	Haawaste No.	WEIGHT	(ar Exemptions N
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RQ-10/4.5	4 Pinased Riphenvis	ORM-		2315	N/A		PCR/ORM
PLACARDS REQUIR	RED .	Uara	-P	17310	1 M/n		PLB/Uni
bill of lading terms and condition Shipper hereby cartilles that he and his assigns.	esifications and tartifs in effect on the date of the lasse of misigned, and destined as indicated above which said carri- ery to its usual place of delivery at said destination, if on or any portion of said route to destination and as to each one in the governing classification on the date of shipment is femiliar with all the bill of lading terms and conditions	n party at any time %. Is in the governing	classification and the s	said terms and conditi	lone are hereby agree	ed to by the shipper and	accepted for himself
T/S/D FACILITY_	ESTINATION® (EMERGENCY®)	DNLY)		Mai(Ha)(A)			IATIUN
E.P.A. ID Code No.	5 (8)	1	CONTAC		(816) 732		
Address	b	2 1 1	National I	Response (1-800	0-424-8802
Destination		@CERTIF	ICATIONS	ale and the	remental the	in D. C.	426-2675
	the above named materials are proper		ed, described,	nackaged ma	rked and labe	led, and are in	proper condition
This is to certify that t	eding to the applicable regulations of	f the Depar			the E.P.A.	Pept 19	1983
This is to certify that t for transportation accor Generator	Rose Chemical-PCB Div				the E.P.A.	MOD9806	1983
This is to certify that to for transportation according to the formula of the for	Rose Chemical-PCB Divi		tment of Transp	portation and	DateE.P.A. ID N	dMOD9806	
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This is to certify that the for transportation according to the formula of the fo	Rose Chemical-PCB Divi	ision	tment of Transp	MO_Zip_	Date Date E.P.A. ID N	Phone (816)	
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TRANSPORTER #1 COPY

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	Remarks Rage at	Jed Date G.S.
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CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

		-
Generator	Nebraska Public Power District	_
Origin	Nebraska	: .
	9/14, 9/20/83 Date Processed 1/28/84	
	essed 11.527 gallons PCB oil	
Manifest Numb	er 271A, 271D	:
Manilest woman	A the second second second second second second second second second second second second second second second	
Date	2/2/84	
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BENEVIAL STREET

STRAIGHT BILL OF LADING

MANIFEST	DOCUMENT	NUMBER
	0271-E	

					T ₁ ×		
TO:	FACILITY Rose Chemical PCB Div	ision	FROM: Generator		Nebrask	a Public	Power
E.P.A.	ID Code No. MOD980633069		E.P.A. ID	Code No.	N/A		
Addres			Address		West Hi	nhway 34	
Destina		40	Origin		York N	ehraska	
Phone	(816) 732-4117		Phone		(402) 3	62-6681	
	Land de propertes no principalment	HAZA	RO/CLASS -559	Mina CM is	Sa'way	WEIGHT	LABELSSREQUI
7.5		L CAR SIGNATURE				aprex.	
4	PC Transformers	-		in .		3000	
						35431	25
						213	
<u> </u>							-
		-					
E .	RQ-10/4.54						
4	Polychlorinated Biohenvls	ORM-	E ·	2315	N/A		PCR/ORM
PLAC	ARDS REQUIRED						
7 th	here the rate is decement on value, shippers are required to state specifies an endoured to state specifies an agreed or declared value of the property. The agreed or declared value hereby specifically stated by the shipper to be not exceeding			7425		PRI	REIGHT CHARGE
1	Pw			Chapteriors of Con	s.quari		
T/S/D	y of, said property over all or any portion of said make to destination and as to each flating terms and conditions in the government classification on the date of said over the said the bill of lading terms and condition is advantage. ###################################	s is the governing o	dassification and the sai	Name P	ARESEUN atrick E	STERNING AND AND	TATION -
Addres	S		National R				0-424-8802
Destin		VOEDTIEL				in D. C.	426-2675
This is for tran	to certify that the above named materials are proper as portation according to the applicable regulations of the second of the s	rly classifie of the Departs	d, described, pa ment of Transpo	ackaged, mar ortation and t	ked and labe he E.P.A.	led, and are in	proper condition
TRANS	PORTER #1 Rose Chemical-PCB Di 500 West McKissock	vision			E.P.A. ID N	<u>MOD9806</u> :	33069
City	Holden		State_M	O_Zip_	64040	Phone (816)	732-4117
Transpor Signatur	rter No. 1 James Marty	ptance of t	he hazardous	waste ship	ment.	7/14/9	3
	PORTER #2				E.P.A. ID N	0	
Address City			State	Zip		Phone	
Transpor	rter No. 2 This is to certify acco	eptance of			ment.		
TREAT	MENT/STORAGE/DISPOSAL FACILITY						
T/S/D F	This is to certify receptange of	the hazard	ous waste for	treatment,	storage, of	disposal.	22
Signatur	- ROUGE DITTOUR				Date	-20-6	22

		e week a second
Generator Nume / Jebileska	Public Hours	9-20-83
York, #: 027/-E	// braska	sken By:

			• ·		to make a		DATE OF G. C
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	T-577		3 LB	1260/	i wipe test		9-22-63
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Generator Name nebraska Public Power Date 9-20-63 UNY R., Mehiaska

Manf. #: . 6271-8, Taken By: Bob

	Warehs. #	Weight	PPM	Remarks:	
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And Askeral K: Kerosene D: Diesel W: Water HY: Hydraulic fluid TO: Transformer Oil

GC: Gas Condensate SO: Silicone Oil HT: Heat transfer fulid

HAVARROUS AVAS SESTIMATURES

THIS SHIPPIN	G ORDER must be legibly fill.	ed in, in lnk, in in and retained by th	celible Pencil, or in a Agent.	M		DOCUMENT	NUMBER
TO: T/S/D FACILITY E.P.A. ID Code No. Address Destination	Rose Chemical-PCB Di MOD980633069 500 West MCKissock Holden, Missouri 64	*	FROM: Generator E.P.A. ID Address Origin	Code No.	N/A WesthRig York, N		Power
Phone Shipping	(816) 732-4117		Phone		(402) a	62-6681	ะสอะพระอัติก็ไม่อะก
Shipping 1 See Di Oc Te PR	OPER SHIPPING NAME (1)	S HAZA	ID CLASS	F D. No.	Haz Waste No Fra	WEIGHTE	LABELS AROUNED Lott Exemplion No.)
PCB.	oil		**		-	72,500	
			+				
							,
RQ-10/4.54 Polychlorin	nated Biphenvls	ORM-	E	2315	11/A		PCB/OSM
the agreed or declared value is hereby specifically stated \$	on value, shippers are required to state speci of the property. The agreed or declared value by the shipper to be not exceeding.	e of the property	Subjects to Section 7 of the case of the c	positiones, if they strepresed on our error single the fellowing his corp of their subpressed on (Engineers of C		PRE	EIGHT CHARGES EPAID COLLECT
RECEIVED, subject to the classific packages unknown), marked, consig- under the contract) agrees to carry to so any of, said property over all or a bill of lading terms and conditions in Shipper hereby carrilles that he is franching assumed.	cations and tariffs in effect on the date of the issue ned, and destined as indicated above which said can to its usual place of delivery at said destination, it is the provision of said route to destination and as to each in the governing classification on the date of shopme militar with all the bill of lading terms and condition and the provision of the said of the provision of the date of shopme militar with all the bill of lading terms and condition the provision of	of this Bill of Ladin rier (the word carrier on its route, otherwis in party at any time i nt. ns in the governing o	 the property describ- being understood inro- e to deliver to another nterested in all or any fassification and the si- 	ed above in apparent uphout this contract carrier on the route said property, that a said terms and conditi	good order, except at to meaning any perso to seld destination, very service to be pe- ions are hereby agree	s noted (contents and or n or corporation in posa it is mutually agreed as formed hereunder shall d to by the shipper and	indition of contents of easion of the property to each carrier of all be subject to all the accepted for himself
ALTERNATE DES	TINATION#(EMERGENCY#	ONLY) = *	CONTACT		ARESPON	SEMINISURM Perrin	IATION *>
E.P.A. ID Code No			Phone (816) 732-4117/(913) 384-5424				
Address Destination			National Response Center 1-800-424-8802 in D. C. 426-2675				
THE PERSON NAMED IN	A CONTRACTOR OF THE PARTY OF TH	CERTIFI	CATION	以外的		distribution of the second	Designation of the Party of the
for transportation according	above named materials are proper ing to the applicable regulations of					led, and are in	proper condition
Generator Signature	1) remana	to with	1000	-	pate_2	-25-198	73
TRANSPORTER #1	Rose Chemical-PCB Di	vision			E.P.A. ID N	o.MOD98063	3069
Address	500 West McKissock Holden		State	40 Zio	64040	Phone (81	6) 732-4117
City	This is to certify acce	ntance of t				Priorie	01 /32-411/
Transporter No. 1 Signature	and melin)	ne nazardous	waste simp	Date	9-23	8-83
TRANSPORTER #2	Maria III		- 4		E.P.A. ID N	0	
Address			State	Zip	T Fat	Phone	
Transporter No. 2	This is to certify acc	eptance of					
Signature	PACILITY				Date		
	E/DISPOSAL FACILITY is is to certify acceptance of	the hazard	ous waste for	treatment,	storage, or	disposal.	83

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Manifest # O	271-E	`O271-1	Sampled	by Bob
TANKER COMP			Remark REAGENT JEST	
Warehouse #	Weight 42,760#	PPM 116	Remarks Stengent LEST	9-24-83
#2		135	OK	
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75	F 701: Ca	<u> 130</u>	OK.	
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HAZZARDOUS WASTE MANIFESTE

THIS SHIPPING ORDER	must be legibly filled in, in ink, in in Carbon, and retained by th	ndelible Pencil, or in the Agent.	MA	NIFEST	DOCUMENT	NUMBER
			0279	G		
TO: T/S/D FACILITY Rose Chemic E.P.A. ID Code No. MUD98063306 Address 500 Weat MC Destination Holden Miss Phone 816- 732-41	FROM: Generator Nebrask Public Power District E.P.A. ID Code No. NZA Address West Highway 34 Origin York: Nebraska Phone 402-362-6691					
Stoping The LOIL PROPER SHIPPING N		RD CLASS	402 - 362	G FPA Haz Waste	* WEIGHTZ	LABELS RECOIR (ac Exemptions N
PCB O.Z					66910	
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			1	10 M. C.	1	
RQ-1074.54	nuls ORMLI		2315	N/A		PCB/ORM
In hereby specifically stated by the shipper to be not e * Per RECEIVED, subject to the classifications and tenfits in effect on packages unknown), marked, consigned, and destined as indicated under the contract) agrees to carry to its usual place of delivery at or any of, said property over all or any portion of said route to dos still of lealing terms and conditions in the governing classification. Shipper hereby certifies that he is familiar with all the bill of ladir and his assigns.	the date of the issue of this Bill of Ladir above which said carrier (the word carrie is said destination, if on its route, otherwi- tination and as to each party at any time on the date of shipment, ing terms and conditions in the governing of	OK HOSE	MERGENCY	RESPON	is noted (contents and co on or corporation in possi- it is mutually squeed as reformed hersunder shall at so by the shipper and	
T/S/D FACILITY E.P.A. ID Code No	ė.	CONTAC	T Name Pa Phone 81	trick E 6- 732-4	Perrin 1117 (913)384-5424
Address Destination		National	Response C	enter	in D. C.	-424-8802 426-2675
This is to certify that the above named mater for transportation according to the applicable Generator Signature Rose Chemica	rials are properly classified regulations of the Depart		portation and th	Date_9	-26-81	3
Address 500 Upst MCKissonk	1-FCB DIVISION			E.P.A. ID N	016	732-411/
Transporter No. 1 Cason	certify acceptance of the	State_ the hazardou			9-26	4 3 3
TRANSPORTER #2		-		E.P.A. ID N	lo	
City	o certify acceptance of	State_ the hazardou	Zipzip		Phone	
TREATMENT/STORAGE/DISPOSAL FA	CILITY ,	ous waste fo	or treatment, s		disposal.	1-

TRANSPORTER #1 COPY

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Date of Storage 9-26-8
Sampled by

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Warehouse #	Weight	РРМ	Remarks		Date G.S. Run
lomp. #1		1107	12100	OK	9-26-83
1/m 0 #2		131	12100	ox	9-26-83
Comp. #4		112	12100	d	9-26-83
Comp. #5		11.5	1260	ok	9-26-83
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Brazil 70 Truck Step (Ameco) 1-70 & 59 Hwy., Brazil, Ind.	L-40 East,	ckemet of Little Rock (Amoco) or Galloway Exit, N. Little Rock Ark 501-945-2899	
812-446-2296		of South Holland (Stendard)	
Marion Truck Step (Skelly)	Truckom	& US & South, Holland, ill.	• • • • • • • • • • • • • • • • • • •
L. 1-57 & New Rt. 13, Marion, III.		312-339-6333	
618-993-2697 Truckomet of Waltott (Standard)	- O	akgrove Truckstop ak Exit 28, Oakgrove, Ma.	
1-80 & Exit 284, Walcott, la.	X1 1-70 2 00	816-625-4455	- 58
319-284-6011	· /	pector Truckstop	1
Truckomet of Council Bluffs (Standard)	□ 180 € W	Verdi Exit, Verdi, NV	
Manawa Exit, Council Bluffs, la. 402-397-0831		702-345-0556	
Series Car & Truck Plaze (Stendard)	□ . 	Truckomat of Effingham 57 Fayette Rd. Exit, Effingham, III.	· .::
L94 & Russell Rd. Exit, Russell, III.	1-70 6 1-	217-347-0151	
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DATE SEP.26.83		009740LB	
DATE SEP.26.83	STEER AXLE	009740LB	
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DATE SEP.26.83 SEP.26.83	STEER AXLE	009740LB 030180LB	
DATE SEP.26.83	STEER AXLE DRIVE AXLE TRAILER AXLE	009740LB 030180LB 027460LB	
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DATE SEP.26.83 SEP.26.83 SEP.26.83	STEER AXLE DRIVE AXLE TRAILER AXLE CERTIFIED	009740LB 030180LB 027460LB 067400LB <i>29140</i>	
DATE SEP.26.83 SEP.26.83 SEP.26.83	STEER AXLE DRIVE AXLE TRAILER AXLE CERTIFIED	009740LB 030180LB 027460LB 067400LB <i>29140</i>	
DATE SEP.26.83 SEP.26.83 SEP.26.83 SEP.26.83	STEER AXLE DRIVE AXLE TRAILER AXLE CERTIFIED	009740LB 030180LB 027460LB 067400LB 29740 37,660	
DATE SEP.26.83 SEP.26.83 SEP.26.83	STEER AXLE DRIVE AXLE TRAILER AXLE CERTIFIED GROSS WEIGHT	009740LB 030180LB 027460LB 067400LB 29740 37,1660	
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HAZARDOUS WASTE MANIEST

THIS SHIPPING ORDER

ust be legibly filled in, in ink, in Indefible Pencil, or in

MANIFEST DOCUMENT NUMBER

0637

TO:	155.4	FROM:		£			
T/S/D FACILITY Rose Chemicals/PCB I							
E.P.A. ID Code No. MDD980633069	- 7.	E.P.A. ID Code No.					
Address 500 W. McKissock Destination Holden, Mo. 64040	Address	P. O. Box		68601			
Phone 816/732-4117	1	Origin Phone	(402) 563-5		Gary Sin	alair	
		Trione		LAKEDA STOR	The state of the state of	Committee and the second secon	
Shingan COTT PROPER SHIPPING NAME	HAZAI	OCCLASS	Hate Mac	Haz Waster	WEIGHT	CARFES RECURRED (or Exemptions No.)	
Bulk oil	PO	3			46.33	\sim	
		- Y				2	
	*						
						*	
RQ/10-4.54 Polychlorinated Biphenyls	ORM-E		2315			PCB/ORM-E	
PLACARDS REQUIRED					1		
NOTE - Where the rate is dependent on value, shippers are required to state speci- the agreed or declared value of the property. The agreed or declared value is hereby specifically stated by the shipper to be not exceeding Per		The control and make delicated of the control and the control of t					
peckages unknown), marked, consigned, and destined as indicated above which said can under the centract) agree to carry to its usual place of delivery at said destination, it of all yet, said property ever all or any portion of said route to destination and as to excell of indirections and conditions in the governing classification on the date of shipmer shopper haraby contiles that he is familiar with all the bill of lading terms and condition and his assigns. ALTERNATE DESTINATION (EMERGENCY)		e to deliver to anothe sterested in all or asy assification and the	-		-	The second second second	
T/S/D FACILITY		CONTAC	04	trick P		732-5309	
E.P.A. ID Code No		Madianal	1 110110			1-424-8802	
Destination	CEPTIEI	A-10 1784	Response Cen		in D. C.	426-2675	
This is to certify that the above named materials are proper for transportation according to the applicable regulations of Generator Signature	erly classified	d, described,	packaged, marked portation and the	and labeled		proper condition	
TRANSPORTER #1 _ Rose Chemicals/PCE	Divisi	on	E.F	P.A. ID No.	\$10D98	0633069	
Address 500 W. McKissock							
CityHolden,							
Transporter No. 1 And This is to certify acceptance of the hazardous waste shipment. Signature Date 7/30/84							
TRANSPORTER#2		-3	E.	P.A. ID No			
AddressStateZipPhone							
Transporter No. 2 This is to certify acc	eptance of t	State_	s waste shipme	nt	one		
Signature		***		Date	w		
TREATMENT/STORAGE/DISPOSAL FACILITY T/S/D FACILITY This is to certify acceptance of the hazardous waste for treatment, storage, or disposal. Signature Date 7-31-84							

TRANSPORTER #1 COPY

Y GRAIN COMPANY	Box 204 - York, Nebraska 68467 130, 19 8	Z
MILO	WHEAT CORN BEANS Sold Stored Test Wt Price 200 Moisture	10
46330_Net	Dockage Driver: On Off	70

MARTHA C. ROSE CHEMICALS, INC. MANIFEST NO. 0687 PCB DIVISION DATE: 7-31-84 CUSTOMER: Nebraska Public Power 2459 CHARLOTTE ST., K.C., MO. 64108 Columbus, Nebraska PHONE: 816/471-7227 #0100 PAGE NO: 1061 DATE OF STORAGE - 7-30-84 BULK OIL INFORMATION____ LAB COMP.# LAB DATE SAMPLER SP. GRAV. LBS/GAL GC DATE REMARKS REAGENT AROCLOR PPM Ball 16-4-84 1200 73184 Comp.#1. 0.37 7-31-84 132 0.87 7.31 731-84 Comp.#2. 7-31-84 7-31-84 PPM BB 154 1345 7.33 0.87 Comp.#3. 7-31-84 TIP 0.37 7.33 7-31-84 Comp.#4. 7-31-84 Comp.#5. 21085 BKgs 46387 lbs 28420 TARE WT. GROSS WT. 14750 TRUCK # WAREHOUSE STORAGE TANK NO. MOVED TO QUANTITY STORAGE TANK DATE REMARKS C.6.87 Bed tenker

7-31-80

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PACE

M.C. ROSE

MANIFEST NO. # 0687

MANIFEST DATE

MATERIAL LOG

SHIPPER MC ROE

	WAREHOUSE NO.	GENERATOR STORAGE DATE	MELGER	LOCATION	CONTAMINATION	OUT OF COMPLIANCE DATE	DISPOSAL DATE	REMARKS	
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ROSE CHEMICALS STATUS REPORT

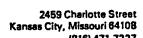
то:		Date: 4-9-85	
FROM:		· · · · · · · · · · · · · · · · · · ·	
MINIFEST: 062	§7	DATE RECEIVED: 7-3	1-84
ACCOUNT: Del	Bracka Public Fo	mus)	,
CERTIFICATES NE	EDED: Yes No CERT	IFICATES ISSUED: Ye	s No Date
Burn Core/O C. P. Landfill Burn Oil	<u> </u>	Core/Oil CP Landfill Burn Oil mpartments)	
Warehouse No.	Generator Storage Date	Disposal Schedule	
(12)1/2 #2	7-3/-84		137 1240
CP14. #3	1-3/-84	<u></u>	134 1213
PANY #4	7-31-84		162 1260
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(porp #/			12-4-84
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ROSE CHEMICALS	STATUS REPORT
	RECEIVED BY BURNEY
ro: Pat.	DATE: 7/8/85
FROM: Mus	
MANIFEST: (87,)695 699	DATE RECEIVED: 7/30/84
ACCOUNT: Nebraska Public	Power
CERTIFICATES NEEDED: Yes No CER	TIFICATES ISSUED: Yes No Date
Burn Core/Oil	Core/Oil
C. P	CP
Burn Oil	Burn Oil

Warehouse No.	Generator Storage Date	Disposal Schedule	Completed Dat
	1985		
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ROSE CHEMICALS STATUS REPORT

ro:	D	ate: 1-18-85	
FROM:	· · · · · · · · · · · · · · · · · · ·	·	
MANIFEST: 68	<u>7 </u>	ATE RECEIVED: <u>7-3</u>	1-84
ACCOUNT: <u>No (v</u>	ranka Public H.	wer)	
CERTIFICATES NE		FICATES ISSUED: Ye	s No Date
Burn Core/O	والشيسية والبيانات	ore/Oil	<u> </u>
C. P. Landfill		p andfill	
Burn Oil		turn Oil	
Hermpan	tments bulkait	(6337 A.)	
Warehouse No.	Generator Storage Date	Disposal Schedule	Completed Date
Comp #2	7-31-84	13377	
Oma #3	7-31-84	154	
Comp. #4	7-31-84	162	*
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Domp.#1	(1500 6.)		12-4-84
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		1 曹雪 连次	Section 1985





NO. 172

CERTIFICATE OF DISPOSAL

all PCBs have been disposed of in compliance with 40 CFR 761 regulations.

Martha C. Rose Chemicals, Inc. certifies that as of 6-30-85

· ,	
MANIFEST NUMBER:	687
MANIFEST DATE:	7-31-84
GENERATOR:	Nebraska Public Power
ADDRESS:	P.O. Box 499
	Columbus, NE
BY: (Borne Southfield
NAME:	Bonnie Scrutchfield
TITLE:	Production Coordinator
	•

HEVARDOUS WASTEWANIEST

THIS SHIPPING ORDER must be legibly filled in, in ink, in Indelible Pencil, or in Carbon, and retained by the Agent. MANIFEST DOCUMENT NUMBER 0695								
TO: TASID FACILITY A 050 Chanical Generator Hel. Public Power								
E.P.A. ID Code No.	E.P.A. ID		11.1.	Nie				
Destination Holds (10)	Address Floide AND Address NO Boy 44.9 Columber NY Destination Floids 100 Origin York M45							
Phone 4//2- 732-4/17	Phone	77.		38 5, 5,				
Shippings September 10 O TERROPERS HIPPING NAMES	HAZAHO CÉASS 🖫	Haz Majo Haz W	TOTAL PROPERTY OF THE PERSON O	ELS REQUIRED				
	- or all the second second	No.	See Land Control of Land					
Bul4 0.1	9 166		46,220					
		-						
PLACARDS REQUIRED		200	1					
NOTE - Where the rate is dependent on value, shippers are required to state specifical the agreed or declared value of the property. The agreed or declared value of is hereby specifically stated by the shipper to be not exceeding \$		echiesis, if the a reposent is to be self-remain to the r shall a just help final teams of actuations; repry of this shoomest writing payment of trange (Segments of Consegnat)	PREPA	CHARGES ID COLLECT				
RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of the packages unknown), marked, consigned, and destined as indicated above which said carrier (under the contract) agrees to carry to its usual place of delivery at said destination, if on its or any of, said property over all or any portion of said route to destination and as to each partial of lading terms and conditions in the operaning classification on the date of shipment. Shapper hereby certifies that he is familiar with all the bill of lading terms and conditions in and his destination.	the word carrier being understood throug roude, otherwise to deliver to another or ty at any time interested in all or any s the governing classification and the sai	phout this contract as meaning any carrier on the route to said destinat aid property, that every service to id terms and conditions are hereby	person or corporation in possession ion. It is mutually agreed as to an be performed hereunder shall be au agreed to by the shipper and accep	of the property ch carrier of all				
ALTERNATE DESTINATION (EMERGENCY ON			UNSENINEURMAT	ION CONTRACT				
T/S/D FACILITY	CONTACT							
E.P.A. JD Code No	No. 1	Phone	1 900 42					
Destination	National R	esponse Center	1-800-42 in D. C. 42					
		The second section of the Pers	都是正常的特征的					
This is to certify that the above named materials are properly for transportation according to the applicable regulations of the Generator				per condition				
Signature Dilio I Memora		Date_	8-1-84					
TRANSPORTER #1 /1905- (A-mic	7	E.P.A. II	D No					
City_ Uolo-	State 12	a zip 6 409	7_Phone					
This is to certify acceptance of the bazardous waste shipment.								
Transporter No. 172 Date 1/21								
TRANSPORTER #2		E.P.A. II						
Address								
City	State	Zip	Phone	H + 16				
Transporter No. 2 Signature This is to certify acceptance of the hazardous waste shipment. Date								
TREATMENT/STORAGE/DISPOSAL FACILITY	4							
This is to cartify acceptance of the	e hazardous waste for	treatment, storage;	or disposal.	201				
T/S/D FACILITY AND IS to certify acceptance of the Signature	Y	Date_	17 7	57				

TRANSPORTER #2 COPY

HAZARDOUS WASHE MANIEST

THIS SHIPPING ORDER must be legibly filled in, in indelible Pencil, or in MANIFEST DOCUMENT NUMBER							
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	0695-B						
70	Isnou.						
TO: T/S/D FACILITY ROSO Chemical	Generator Nels Public Pour						
E.P.A. ID Code No.	E.P.A. ID Code No.						
Address Holden MO	Address MO Boy 499 Columbus No						
Destination Holds 110	Origin York Nr.5						
Phone 4/6- 731-4/17	Phone						
Shipping That DOLD PROPER SHIPPING NAMES THE HAZ	ARD CLASS WEIGHT HAR WASIE WEIGHT HOLEXEMPTION NO						
0.11	200						
12419 0.1	NCB 46,220						
PLACARDS REQUIRED							
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property.							
Is hereby specifically stated by the shipper to be not exceeding \$	Chipman of Conceptors						
RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of La	ding, the property described above in appeared good order, except as noted (contents and condition of contents of						
under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, other or any of, seid property over all or any portion of said route to destination and as to each party at any tim	rise being understood throughout this contract as meening any person or corporation in possession of the property nesse to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all se interested in all or any said property, that every service to os performed nameunder shall be subject to all the						
Shoper herely certifies that he is familiar with all the bill of lading terms and conditions in the governir and his assigns.	he interested in all or any said property, that every service to or performed hereunder shall be subject to all the ag classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself						
ALTERNATE DESTINATION (EMERGENCY ONLY)	EMERGENCY RESPONSE INFORMATION						
T/S/D FACILITY	CONTACT Name						
E.P.A. ID Code No	Phone						
Address	National Response Center 1-800-424-8802						
Destination	in D. C. 426-2675						
The state of the s	ied, described, packaged, marked and labeled, and are in proper condition						
for transportation according to the applicable regulations of the Depa	rtment of Transportation and the E.P.A.						
Generator 1 1 1	Date 8-1-84						
TRANSPORTER #1 //905- (hemical							
Address SOO W M 14 55009	E.P.A. ID No						
City_Lolon	State An Zip 6 40 97 Phone						
This is to certify acceptance of	the hazardous waste shipment.						
Transporter No. 18 Signature	Date 8/ A						
TRANSPORTER #2	E.P.A. ID No						
City	StateZipPhone						
This is to certify acceptance of	f the hazardous waste shipment.						
Transporter No. 2 Signature	Date						
TREATMENT/STORAGE/DISPOSAL FACILITY							
TISID FACILITY VILLERAL S GALLANA	rdous waste for treatment, storage, or disposal.						
Signature RTUSURY (australy)	Date						

TRANSPORTER #1 COPY

Truckomat of Little Rock 1:40 East, of Galloway Lait. N. Little Rock, Ack. 1 70 & 34 Hwy., Bearl, lind. 501-945-2899 012 446 2296 Trückomat of Effingham Truckomet of South Holland (Standard) 1-94 & US & South, Holland, Ill. I-70 at I-57 Exit 159, Ellingham, Ill. 217-347-0151 312-339-6333 Oakgrove Truckstop Truckemet of Walcott (Stundard) 1-80 & Exit 284, Walcott, ta. 1-70 & Oak LxII 28, Oakgrave, Mo. 816-625-4455 319-284-6011 Prospector Truckstop Truckomet of Council Bluffs (Standard) 1-80 & W. Verdi Exit, Verdi, NV Manawa Exit, Council Bluffs, Ia. 402-397-0031 702-345-0556 Sentor's Truck Place I-94 at US 41 Russei, III. 312-395-5000 **Overland Truck Wesh** 1-40 at 1-75, Concord, Tenn. 615-966-1390 Overland Truck Plaza I-35 at 119th St. Olathe, Kon. 913-764-1450 TRUCKOMATIC **CERTIFIED PUBLIC SCALE** AUG.01.84 STEER AXLE DATE 011760LB AUG.01.84 031320LB DRIVE AXLE AUG.01.84 TRAILER AXLE 032220LB CERTIFIED 023650 .01.84 025280LB *GROSS WEIGHT

THE FOUR WEIGHTS RECORDED ARE FOUR SEPARATE WEIGHTS *CERTIFIED GROSS IS NOT A TOTAL OF AXLE WEIGHTS, BUT A SEPARATE WEIGHT. company ROSE Chem,

tractor # 1315 trailer # 001

weigh master OH weigh fee 5,00

• •					
	C		Brazil 70 Truck Stop (Amoco) 1-70 & 59 Hwy., Brazil, Ind. 812-446-2296		Truckomet of Little Rock iast, at Gallaway Exit, N. Little Rock, Ark. 501-945-2899
1	O		Truckomet of Effinghem 1-70 at 1-37 Exit 139, Effingham, Ill. 217-347-0131	·	ruckamet of South Holland (Standard) 1-94 & US 6 South, Halland, III. 312-339-6333
1	Q		Truckomet of Walcott (Stendard) 1-80 & Exit 284, Walcott, Ia. 319-284-6013	A	Oakgreve Truckstop 1-70 & Oak Exil 28, Oakgrove, Mo. 816-625-4455
•	C.		Truckemet of Council Bluffs (Standard Manawa Exit, Council Bluffs, Ia. 402-397-0831	4)	Prospector Truckstop I-80 & W. Verdi Exit, Verdi, NV 702-345-0556
	Ü		Senier's Truck Pieze I-94 at US 41 Russel, III. 312-395-5000	nggreen e	o Publication
200	C		Overland Truck Wash I-40 at I-75, Concord, Tenn. 615-966-1390	• • •	ERTIFIED
	J		Overland Truck Plaza • 1-35 at 1 19th St. Olathe, Kan. 913-764-1450	V	VEIGHTS
	<u>.</u>			1000	Y TEED
•		8	TRUCKOMATIC	CERTIFI	ED PUBLIC SCALE
	· .	DATE	AUG.01.84	STEER AXLE	010200LB
	U		AUG.01.84	DRIVE AXLE	010940LB
			AUG.01.84	TRAILER AXLE	007780LB
			023593 ^{11.84}	CERTIFIED +GROSS WEIGHT	028900LB
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		ARE • CE	Four Weights Recorded Four Separate Weights RTIFIED GROSS IS NOT A AL OF AXLE WEIGHTS, BUT	COMPANY	RISE.
	_		PARATE WEIGHT.	WEIGH MASTER	THEIGHTEE 5

MARTHA C. ROSE CHEMICALS, INC.

PCB DIVISION

2459 CHARLOTTE ST., K.C., MO. 64108

PHONE: 816/471-7227

#0100

DATE OF STORAGE 8-1-84

MANIFEST NO. 0695 B
DÁTE: 8-/-84
CUSTOMER: Neb. Public Poruca
CUSTOMER: <u>Neb. Public Poruca</u> York Rebrash
PAGE NO: /afil

BULK OIL INFORMATION

LAB	 		,						
COMP.#	LAB DATE	SAMPLER	REAGENT	AROCLOR	PPM	SP. GRAV.	LBS/GAL	GC DATE	REMARKS
Comp.#1.	8-2-34	TP	Sole	1260	1306	0.87	7.31	8/2/84	1
Comp.#2.	8-2-54	TP	Sale	1260	182 13	0.87	7.31	8/2/84	BB
Comp.#3.	8-2-34	TP	sofe	1360	183/2	0.87	7.3/	8/2/84	BB
Comp.#4.	8-2-84	TR	Sale	1842	1848	0.87	7.31	8/2/84	BB
Comp.#5.					· `				
TARE WT.	28.400		<u> </u>						
GROSS WT.	75,280		<u> </u>			<u> </u>	ļ		
TRUCK #	4315				1	1	/		4345

21082.7 Kgb 4638195 elso 46,38224

WAREHOUSE

MANIFEST NO.	STORAGE TANK NO.	QUANTITY	MOVED TO STORAGE	TANK	DATE	REMARKS
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			11 Table 1	1. 45	新寶.	
			7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	~	april 1888	(2) 1965年 新疆 (2) 1966 (2)

REMARKS

HP 8-2-84

M.C. ROSE

CENTRATOR NEOTASIO POR PORTO

DATE OF THE PARTY

HANTE 851 HO - 0005 B

MANIFEST DATE

MATERIAL LOG

MCR STORAGE DATE 8 1-84

SHIPPER M.C. Rose

HARRHOUSE NO.	CEMERATOR	TARIEST VALUE OF THE PARTY OF T	LOCATION	CONTACTOR CONTACTOR	CONTRACT DATE	TO A STATE	PRINTS
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a	が必要が	200		# 89/A5 # 8	发展现实发展的		
	NIE Z	1.000		A Company			
				English Market		010111111111111111111111111111111111111	
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CONTRACTOR OF THE PARTY OF THE		2/3/5					
							第177日本公司的 第187日本公司的
er and may be a seen to an a	THE MINISTER	STERRINGE	3.3.4.2.4.2.4.3.4.4.4.4.4.4.4.4.4.4.4.4.	を表現をといる。 を表現をといる。 は、 は、 は、 は、 は、 は、 は、 は、 は、 は、	THE R. P. LEWIS CO., LANSING, MICH. 49-14039-1-120-1-120-1-120-1-120-1-120-1-120-1-120-1-120-1-120-1-120-1-120		AND ASSESSMENT OF THE PARTY OF
THE STREET PROPERTY.	The second	42000000000000000000000000000000000000	APPARATURE A	STATE STATE OF THE	Active with a least things have to	Transfer to the second	Section of the sectio
5 118	12753.5	The State of the s	· · · · · · · · · · · · · · · · · · ·	E PORTE DE SEU PROPE	NAME OF TAXABLE PARTY.	THE RESERVE OF THE PERSON NAMED IN	
	To the second	- P+ 8	21	新疆 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	STATUTE THE MANAGEMENT	1000年4月後海绵性長年	a ser was agreed
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							00534
1	1	1					

ROSE CHEMICALS STATUS REPORT

TO:	D	ate: <u>4-9-85</u>	
FROM:			
MANIFEST: 069		ATE RECEIVED: 8-/-0	84
ACCOUNT:	bracka Public Por	wer	
CERTIFICATES NE	EDED: Yes No CERTI	FICATES ISSUED: Ye	s No Date
Burn Core/O C. P. Landfill Burn Oil		ore/Oil P andfill curn Oil (Ompartments)	
Warehouse No.	Generator Storage Date	Disposal Schedule	L
Conp. #1	8-1-84		1260
Camp +a	8-1-84		132/3 1240
Carep. #3	8-1-84	•	13 1260
Conp. #4	8-1-84		184 1242
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ROSE CHEMICALS STATUS REPORT

		. •	RECEIVE	1 1111 2 1775
то:	at.	DATE:	7/	8/85
	wis_		·	
MANIFEST: 68	7, (695) 699	DATE RE	CEIVED:	7/30/84
ACCOUNT: Ne	braska Dubl	ic Pow	HL	
CERTIFICATES N		CERTIFICATI		es No Date
Burn Core/ C. P. Landfill Burn Oil	/oil	Core/O: CP Landfil Burn O:	11	
Warehouse No.	Generator Storag	e Date Disco	sal Schedule	Completed Date
	E.1: 1085	<u> </u>		
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	E. S. Parkers			
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ROSE CHEMICALS STATIS REPORT

TO:	D	ate: <u>7-/2-85</u>	
FROM:	·		·
MANIFEST: 695	<u> </u>	ATE RECEIVED: 8-1-	84
ACCOUNT: De	Braska Public F	muer)	
CERTIFICATES NE	EDED: <u>Yes</u> <u>No</u> CERTI	FICATES ISSUED: Ye	s No Dat
Burn Core/O	_	bre/0il	
C. P. Landfill		P andfill	
Burn Oil		turn Oil	
4 Compan	tments bulk or	! (6345 G.)	
	Generator Storage Date		Completed Da
Conp. #/	8-1-84	PPM 1316	
Como #2	8-1-84	1393	
Como. #3	8-1-84	183	
Coma. #4	8-1-84	184	
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MANIFEST DOCUMENT NUMBER 0699

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	the state of the state of	Vale i	FROM: .					
se Chemicals/PCB Division								
- 194	No. MOD980633069	a total	E.P.A. ID		7 100			- 1
Doctio		010	Address		Box 499		2601	
Phone	ation Holden Mo. 640	040	Origin	(402)	563-540		Sincla	in
		THE PLAN	MATERIAL STATE	a section and	SEE FRANK	Wind the second	LABELSARED	
A North	TO OTHER PROPERTY SHIPPING NAME TO THE	HAZA	HELCEASS A	LD:Note:	Har Waster	WEIGHT	(or Exemption	in No.)
TEA.	WENDEN CRATES OF REB CADACOM	s or	m-E	2315	NA	13775 15	PCB/DR	M-E
REA	55 cal drums OF PCB DERRES	ORI	ORM-E		NA	1.017 15	PER/C	OM-F
MEA	es gal drums of PER CAPACITORS	ORM-E		2315	MA	3390 IF	PC13/151	RA-E
GEA.	PCR CONTAMINATED TRANSFORME.	& CRM-E		2315	NA	8,630 lb	RCB/O	2/11-6
	RO/ 10-4.54							
	Polychlorinated Biphenyls	OR	M-E	2315		-	PCB/CRI	H-E
PLAC	ARDS REQUIRED -							
th	here the rate is dependent on value, shippers are required to state specific a agreed or declared value of the property. The agreed or declared value hereby specifically stated by the shipper to be not exceeding Per		Subject to Entrume 7 of the control temporary, may come fine community and make the community of the community and make the community and make the community and make the community and the comm	conditions, if this plugeness is a piece small sign the finitioning an entirety of this philiment extra- (Signature of Cons	a dia distribution of the opening and of property and of property and of property and of property and of the opening and of the opening and of the opening and of the opening and of the opening and of the opening and of the opening and of the opening and of the opening and of the opening and op	PRI	REIGHT CHA	LECT
Shipp and h	EIVED, subject to the classifications and territs in effect on the date of the issue or logs unknown), marked, consigned, and destined as indicated above which said carr the contract) agrees to carry to its usual place of delivery at said destination, if or or, said property over all or any portion of said route to destination and as to ex- it lading terms and conditions in the governing classification on the date of shipment or hereby carrilles that he is familiar with all the bill of lading terms and conditions is assigns.	a in the governing c	assification and the s	MERGENCY	ny service to be per ts are hereby agreed	to by the shipper and	accepted for himself	
T/S/D FACILITY			CONTACT Name (816)732-4117/732-5309					
E.P.A. ID Code No			National Response Center 1-800-424-8802					
Destination			in D. C. 426-2675					
	s to certify that the above named materials are proper respontation according to the applicable regulations o					led, and are in	proper condi	tion
Generat Signatur	or man 1 1 = 11.	6				uguis	7. 198	4
	PORTER #1 ROSE CHEMICALS/PCB	DIVIS:	Lon		E.P.A. ID N	MOD9806	33069	
Address								
City	Holden	-	State_	Mo_zip_	64040	Phone (816	732-41	17
Transpo Signatur	rter No. James Prange 4	ptance of t	he hazardous	waste shipm		-7-89	/	
	PORTER #2	- /	/		E.P.A. ID N			
Address								
City	\$ +		State	Zip	1	Phone	-	
Transpo Signatur	rter No. 2 This is to certify acce	eptance of	the hazardou	s waste ship	ment.			
	MENT/STORAGE/DISPOSAL FACILITY			12 1 2				
	FACILITY This is to certify acceptance of	the hazard	ous waste fo	r treatment, s	torage, or	disposal.		

TRANSPORTER #1 COPY

COMERTOR MERRASKA-PUNIC DOWER

M.C. ROSE

SAMPLEST NO. CON TESTINAL

MANIFEST DATE

MATERIAL LOG

MCR STORAGE DATE Q 9494

PRIPPER MC 13028

MARKHOUSE BO	STORAGE DATE	WEIGHT	LOCATION	CONTRACTOR AND AND AND AND AND AND AND AND AND AND	COMPLIANCE DATE	27.07A	POLICE
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m-mosa -	平 125-92		常能們們便能	A provided by a considerable	神の神の神の大きの神の	以中国的证据。 1000年	
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C-110339	Y-5-84	THE OWNER OF TAXABLE PARTY.	7.0H	Participation of the second	7-5-85	8-30-85 8-30-85	Control of the second second
LC:11027	4-5-84	Department of the last of the		THE THE PERSON		9-9-85	a salay - a palara
m- 11028	4-5-84**	145.4	211		Company of the Party of the Par	8-30-85	
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m-11031	4-5-94	1909	71/4		7-545	12-7-84	
m-11033	7-25-84	45)()11		7-2595	12-7-84	00505
m 11000 #	4 F.QU	157. 4	111A		4-5-85	12-7-24	00535

PCB DIVISION

2459 CHARLOTTE ST., K.C., MO. 64108

PHONE: 816/471-7227

0102

GENERATOR: Meliaska Public Porces

MANIFEST: 0699

DATE: 8-8-84

PAGE: 14 5

CAPACITOR, MISC., & LIQUIDS INFORMATION LOG

	* * RECEIVING									LAB			TREAMENT		TRANSFORMER DATA	
MANIFEST NO.	STORA FROM:		GENERATOR STORAGE DATE	SHIPPER	WAREHOUSE NO.	PRE-TREATM WEIGHT LBS	MENT KGMS	LOCA	ATION	'РРМ	AROCLOR	REAGENT	IN- HOUSE PRO- CESSED	OTHER SHIPPED OUT	DIMENSIONS	SERIAL#
1.	2.	3.	4.	5.	6.		1.7.	con- tainer	loca- r tion 8.	9.	10.	11.	12.	13.	14.	15.
-0699	9-8-81	. –	8-7-84	MCR	C. 11013	1955	888.6	CR	WH	*		7. 433	2-28-85	CORFS COL SCA SCA 7/19/8/5-30/8/ * 99/6 PCC	5	
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-> .			7-27-84			375	170.4	1			:		2-18-95	7-19-18 8-30-19	. 57	
			7=25-84		M- 11017	730	331.8	ail				-		#16160	5	
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PCB DIVISION

2459 CHARLOTTE ST., K.C., MO. 64108

PHONE: 816/471-7227

GENERATOR: Mebrasko Reblis Pour

MANIFEST: 0699

DATE: 8-884

CAPACITOR, MISC., & LÍQUIDS INFORMATION LOG

				RECEIV	ING		1 11	2 " · · · · · · · · · · · · · · · · · ·	维元			LA	В	TREA	MENT	TRANSFOR	MER DATA
MANIFEST NO.	FROM:		GE :	GENERATOR STORAGE DATE	SHIPPER	WAREHOUSE NO.	PRE-TREATM WEIGHT LBS	MENT KGMS	LOCA		PPM	AROCLOR	REAGENT	IN- HOUSE PRO- CESSED	OTHER SHIPPED OUT	DIMENSIONS	: SERIAL#
1.	2.		3.	4.	5.	6.		1.	con- tainer	8.	9.	10.	11.	12.	13.	14.	15.
0699	8-8-8	5-4		75-84	MCR	M11024	221	100.4	0	Sepacie miliosis WH			3/4 K	*	#1985 1173		
-				6-22-84	1	1 miles 1	305	138.6	D	Bapack m-11032		- 213	- 20La,	ac	EST_1172		1
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	85	-		7:5-84		M-11028	320	145.4	10				¥	5	9-9-85		
		7.		7-10-84		C-11029	320	145.4	1)					2-20-85	192 PMS 130-8		
			*	7-5-84		M-11030	1	163.6	7			,		**			
				7-5-84		1 71031	420	190.9	6						12-7-84		
	-	*		7-25-54		M 11032	165	75.0	0		1	*	14 14 14 14 14 14 14 14 14 14 14 14 14 1		12-7-84		
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	-V			7-5-81	-	M. 11034	295	134.0	10	V	34	超鐵	建筑		12-7-84		

PCB DIVISION

2459 CHARLOTTE ST., K.C., MO. 64108

PHONE: 816/471-7227

A CONTRACTOR OF THE PARTY OF

GENERATOR: Policaska Viblic Porus

MANIFEST: 06 99

DATE: 8-8-9-1

CAPACITOR, MISC., & LIQUIDS INFORMATION LOG

	3		RECEIV	VING							LA	AB	TREA	AMENT	TRANSFOR	RMER DATA
MANIFEST	STORA FROM:	1 . 15	GENERATOR STORAGE DATE	SHIPPER	WAREHOUSE NO.	PRE-TREATM WEIGHT LBS	MENT KGMS -	LOCA	ATION	PPM	AROCLOR	REAGENT	IN- HOUSE PRO- CESSED	OTHER SHIPPED OUT	DIMENSIONS	SERIAL
1.	2.	3.	4.	5.	6.		1.1.	con- tainer	loca- r tion 8.	9.	10.	11.	12.	13.	14.	15.
0699	8-8-84		5-8-84	MCR	Mc// 035	197	89.5	0	WH					4/5/5		
1			5-8-84		M 11036	245	111.3	1.	1 - 1					1755 1765 1765	2	1
			4-5-84	4-4	M 11037	160	72:7	A						#11965 Y11962	2	
			5-1-84		M 11038		167.5	D	1		1			EST=1773	10	
1	1.+-		6-4-84		M 11039		81.8	10						9:9-25	F.C.	
			7-25-84		M 11040	,	272.7			: ;				=1484 =1484	4	
			7-5-84		M-11041		118.1	5						G-0-0-2		
			7-16-84		M-11042	350	1	D					-	G-0-85	841	
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1	1	- 13.5	8-7-84	1	C-11045	F FEBRUARY						* 49	2-28-85	SCA SCA	32	100

REMARKS:

PC3 DIVISION

2459 CHARLOTTE ST., K.C., MO. 64108

PHONE: 816/471-7227

0102

MARTHA C. ROSE CHEMICALS, INC. GENERATOR: Malricha Public Horner

MANIFEST: 0699

DATE: 8-8-84

CAPACITOR, MISC., & LIQUIDS INFORMATION LOG

- 53	RECEIVING									LAB TREAMENT			MENT	TRANSFORMER DATA		
MANIFEST NO.	STORA FROM:	1	GENERATOR STORAGE DATE	SHIPPER	WAREHOUSE	PRE-TREATM WEIGHT LBS	KGMS -	LOCAT	TION	PPM	AROCLOR	REAGENT	IN- HOUSE PRO- CESSED	OTHER SHIPPED OUT	DIMENSIONS	
1.	2.	3.	4.	5.	6.		1.	con- tainer	loca- tion 8.	9.	10.	11.	12.	13.	14.	15.
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PCB DIVISION

MATERIAL LOG

2459 CHARLOTTE ST., K.C., MO. 64108

PHONE: 816/471-7227

#0101

MANIFEST NO: 0699

DATE: 8-8-84

CUSTOMER: Nobraska folice Borner

Columbia Mabrada

PAGE: Sof 5

TRANSFORMER INFORMATION LOG

GENERATOR STORAGE DATE	WAREHOUSE NO.	SERIAL NO.	LOCATION	MFR	GALLONS	KVA	LBS	KILOGRAMS	DRAINED	DRAINED	PPM	G.C. DATE	SAMPLER	AROCLOR	REAGENT
8-7-84 -	T-11048	H2093396	PTPA	GE	85	167	laso	568.1	no		984	8/10/84	TP	12.60	Saft
8-7-84 .	T-11049	9.0110-1422	51	A-C	186	38,1	1340	609.0	no		616	2/10/84		1242	Safe
8-284 .	T-11050	H209341-68	> /	65	#ST 45	167	1250	568.1.	NO		708			1260	
8-7-84	T 11051	H209,342-63	sp	GE	45	167	1250	568.1	NO		601	8/19/84		1260	Safe
8-7-84		B331556		GE	(25	167	1545	838.6	Yes	Neb. 231	0	8/10/84		1242	Winds
8-7-84	T 11053	1337/55>	1 ×	6E	125	167	1845	838.6	Yes.	Ruser Relie	6	8/10/80		1242	Windesor !
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		100	-		1										
CWT LAST	· ·				,										
河南铁路 (海滨	通過不正						0				-	100	70 7000		(F-)

REMARKS: T-11048-4'3'x 2'3" XDT- 11,049-64" 24" x 24" T-11,050-4'3" x 2'3" x 2'3" T-11051=4'3x 2'3" x

T-11,052 and T-11,063 - 7'3 x 2'10' x 2'7

JM 8-9-84

M.C. ROSE

MANIFEST NO. (1899)

MANIPEST DATE

MATERIAL LOG

MCR STORAGE DATE 9-9-94

SHIPPER TO C. ROST

SEARGEOUSE 300-	STORAGE DATE	WEIGHT.		CORPANDATION	The state of the s	and the Market	
and made		建设			WHEN SERVICE	Mingensey 4	
Energy	STATE OF THE PARTY	1999.5E				別的影響的	
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न=गठपश्र	19-7-9U		TPA MARINE	Mad hkb	क्रिक्र व्यक्तिक विकास	新版新版集团的	TO CANADA MARKA
T-11049	8-7-84	1009	TPR	mag stal	8-7-85	SECTION OF SECTION	。
T-11050	8-7-84	5%8.1	TPA	MOS PPM	श्व-न-श्वर	Special Control	· FORMANIET
T-11051	9-7-94	5168.1	TPA	601 PPm	9-1-85		8-10-24
T- 11052	9-7-84	93a.6	TPA	1. PPm	%-7-R <i>5</i>		S-10-84
T- 110.53	9-7-84	9.39.6	TPA	2° PPM	9-7-85 ·		Umpromoted =

то:	D	ate: 4-9-85	
FROM:			
MANIFEST: 06	99	ATE RECEIVED: 8-8-	84
ACCOUNT:		•	·
CERTIFICATES NE	EDED: Yes No CERTI	FICATES ISSUED: Ye	s No Date
Burn Core/C	_	ore/Oil	
C. P. Landfill		P andfill	
Burn Oil		kurn Oil	
1 crater	capacitors	18 drums dell	us.
10 drume) Capacifors	6 transforme	48)
Warehouse No.	Generator Storage Date	Disposal Schedule	Completed Date
M-11017	7-25-84		
M-11031	7-25-84	•	
M-11024	7-5-84		
11-11025	6-22-84		
M-11028	7-5-84		
M-11030	7-5-84		
M-1/035	5-8-84		
M-11037	4-5-84		
M-11038	5-1-84		
M-11039	6-4-84		
M-11040	7-25-84		
M-11041	7-5-84		
m-11042	7-16-84		

то:	D	ate: <u>4-9-85</u>	
FROM:			
MANIFEST: 069	<u> 19</u>	ATE RECEIVED: 8-8-	84
ACCOUNT:	braska Public T	Dower	
CERTIFICATES NE	EDED: <u>Yes</u> <u>No</u> CERTI	FICATES ISSUED: Ye	s No Date
Burn Core/O C. P. Landfill Burn Oil		ore/Oil P andfill ern Oil	
Warehouse No.	Generator Storage Date	Disposal Schedule	Completed Date
Torates (apacitars)		A-88-85
10 drums	Spacifors		2-20-85
4 drums	delvis		12-7-84
1 drum de	bris .	<u>.</u>	9-11-84 unregulated
3. transfe	rmers		8-10-84
4. transf	rmers		1-10-85 CORES-BEATTY
			2-85-85
	<u> </u>	·	
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ro: Pat	RECEIV	ED JUL - 9 1935 8/85
FROM: Mus	• ·	
MANIFEST: 687, 695 (699)	DATE RECEIVED:	7/30/84
ACCOUNT: Nebraska Mubli	c Priver	
CERTIFICATES NEEDED: Yes No	CERTIFICATES ISSUED:	Yes No Date
Burn Core/Oil C. P. Landfill Burn Oil	Core/Oil CP Landfill Burn Oil	

Warehouse No.	Generator Storage Date	Disposal Schedule	Completed Dat
	Cenerator Storage Date		
	1112 1 11115		
,,	E. S. Miller		
RE	A STATE OF THE STA		
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TO:		Date: <u>7-12-85</u>	· · · · · · · · · · · · · · · · · · ·
FROM:			
MANIFEST: 690	91	DATE RECEIVED: 8-8	-84
ACCOUNT: Del	Praska Public	Porver	
_		IFICATES ISSUED: Ye	
Burn Core/O	i1	Core/Oil	
C. P.		CP	
Landfill Burn Oil		Landfill Burn Oil	
1 crate	· capacitors	18 drame de	
	ra) Capacitors	1 // :	
Warehouse No.	Generator Storage Date	Disposal Schedule	Completed Date
M-11017	7-35-84		
M-11021	1-85-84		
M-11028	1-5-84		~
M-11030	7-5-84		
M-11/139	6-4-84		·
M-11040	7-25-84		
M-11041	7-5-84		
M-11048	7-16-84		
	7 118 0 1		
	•	 	
doute	capacifors		4 40 45
1 Graus	apaux see		2-28-85
Maruma)	Capacitars		2-61-85
4 drums	debres		18-7-84 EST #11-
lo druma	delvis		4-15-85 Ha
2. Transfs	rmera)		21 NKL QUE LET
4 transfor	mirs	1	1-16-85
		。	CORES BEATTY

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ROSE CHEMICALS STATUS REPORT RECEIVED JOL 3 D 1935

	, , , , , , , ,	to the second of	1/29/80
TO:	Pat	DATE:	7/85
FROM:	Caris		
MANIFEST:	699	DATE RECEIVED:	7/84
ACCCUNT:	Nebraska	- Power	
CERTIFICATES	NEEDED: Yes No	CERTIFICATES ISSUED:	Yes No Date
Burn Cor C. P. Landfill Burn Oil		Core/Oil CP Landfill Burn Oil	

i	· ·		 -			
Warehouse No.	Generator	Storage Date	Disposal	Schedule	Completed	Date
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TO:	·	ate: 8-/-85	
FROM:			
MANUFEST: 69	<i>9</i> p	ATE RECEIVED: 8-8-	84
ACCOUNT: //	Maska Public)	Power	
		FICATES ISSUED: Ye	s No Date
Burn Core/O	ii c	core/Oil	
C. P. Landfill		P andfill	
Burn Oil		surn Oil	
Mace) Capacifors	10 arune a	eures)
	Capacitats Generator Storage Date	1	· ·
		Disposar Screenie	Completed Date
M-11017	1-35-84		
M-11081	7-85-84		
M-11028	7-5-84		
M-11030	1-5-84		
M-11039	6-4-84		
M-11040	7-25-84		
m-11041	7-5-84		
M-11048	. 7-16-84	·	
1A drumo	delvis		ESI 4/5/85
	Capacifors.		2-28-85
10 druma	Capacitors/		2-91-85
Cap.	all still in	me	SCA- 1/9-85
2 trans	ermers)	`	untlowlater
4. Franks	ermers)		1-16-85
Pril Soft	Foilstellix	prace	CORES 3/21/05
	新编编 经多点库	李墨图 ·海·苏	the state of

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

215

9-9-85

CERTIFICATE OF DISPOSAL

Martha C. Rose Ch	emicals, Inc. certifies that as of	9-9-	85
all FCBs have bee	n disposed of in compliance with 4	0 CFR 761	regulations.
MANIFEST NUMBER:	699		
MANIFEST DATE:	8-8-84		•
GENERATOR:	Nebraska Public Power		
ADDRESS:	P.O. Box 499		•
	Columbus, Ne.		·
BY:	Donnie Scrutchfield		
NAME:	Bonnie Scrutchfield		
TITLE:	Production Coordinator		•
DATE OF ISSUE:	September 9, 1985		•

ESERVANDELES AVAS DODA PARA PARA

THIS SHIPPING ORDER must be legibly lilled Carbon, as	d in, in ink, in in nd retained by the	delible Pencil, or in Agent.		MANIFEST	DOCUMENT	TNUMBER
			L		0714	
TO: T/S/D FACILITY ROSE CHEMICAL/PCB DI E.P.A. ID Code No.100980633069	LA.	FROM: Generator E.P.A. ID			LC POWER	
Address 500 W. McKISSOCK Destination HOLDEN MO. 64040 Phone (816)-732-4117	e Aug Star Aug 18 ag	Origin	YORK	OX 499 NETRASIL 563=540	ynn - ss Se	393
Shipping I OU PROPER SHIPPING NAME SUMS	HAZA	IO_GEASS	dis X	File No. 12	Weight	LABELS RECLURED (OF EXEMPLION NOT)
Bulh 6.1	11	13			24.82	7)
		+				
			1			
PLACARDS REQUIRED						
NOTE - Where the rate is dependent on value, shippers are required to state specific the agreed or declared value of the property. The agreed or declared value is hereby specifically stated by the shipper to be not exceeding S Per		Subject to Section 7 of the open on the consequer, the conseque The corner chall not make dail	ndpirame, if this propose or another parties have been all the brightness of Cognition of	is to be non-regard to the country to the country to the country to the country of the country one of the country of the country one of the country one of the country one of the country one of the country one of the country one of the country of the country one of the country of the cou	PRE	REIGHT CHARGES
RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of packages unknown), marked, consigned, and destined as indicated above which said carriculate the contract) agrees to carry to its usual place of delivery at said destination, if on or any or, said property over all or any portion of said route to destination and as to each bill of lading terms and conditions in the governing classification on the date of altipment. Shaper hereby cartifies that he is familiar with all the bill of lating terms and conditions and his assigns. ATTERNATE DESTINATIONS (EMERGENCY)		Prate EN	MERGENO	YERESPON	SEINEORN	Annual Control of the
T/S/D FACILITY		CONTACT	Name P	atrick E 816)732-	Perrin -4117/732	2-5309
Destination	e.v			Center		0-424-8802
This is to certify that the above named materials are proper for transportation according to the applicable regulations of Generator Signature	ly classifie	d, described, pa			led, and are in	
TRANSPORTER #1 ROSE CHEMICAL/PCE				_E.P.A. ID N	6. MOD980	633069
CityHOLDEN		State_M		64040	Phone (8I)	6)-732-4117
Transporter No. 1 This is to certify accepting accepting the signature	otance of t	he hazardous	waste shi	pment.	116/24	,
TRANSPORTER #2				E.P.A. ID N	0	+
City		State	Zip_	11. 112	Phone	/
Transporter No. 2 Signature	ptance of	the hazardous	waste sh	ipment. Date		
TREATMENT/STORAGE/DISPOSAL FACILITY T/S/D FACILITY T/S/D FACILITY ACCUSATION ACCUSATION TO	the hazardo	ous waste for	treatment	storage, or	disposal.	
T/S/D FACILITY	7				8-11	84

Y GRAIN COMPANY — Box 204 — York, Nebraska 68467 From VIII Date 16 198	N
63 €60 MILO - WHEAT - CORN - BEANS ☐ Sold ☐ Stored	
Gross Test Wt. Price Price 44 0.40 Tare Moisture pel \$200 Blue trator 24820 Net Dockage 505 taute trailer	21
Bu. 12.41 Lons Amount Driver: On - Coff	103
Driver: U On - 11 Off	:

Log

MARTHA C. ROSE CHEMICALS, INC.	MANIFEST NO. 0714
PCB DIVISION	DATE: 8-16-84
2459 CHARLOTTE ST., K.C., MO. 64108	customer: Nebraska Public Power
PHONE: 816/471-7227	
±0100	PAGE NO: 1 of 1
DATE OF STORAGE 4-16-84	BULK OIL INFORMATION

LAB				,				 	,	'
COMP .#	LAB DATE	SAMPLER	REAGENT	AROCLOR	PPM	SP. GRAY.	LBS/GAL	GC DATE	REMARKS	
Comp.#1.	8-16-84	RD	Sel	19A5	1635	0.87	7.29	8/16/84	ВВ	9-10- 84 / 9-18-84 :
Comp.#2.	8-16-84	RD	Sale	1260	237	0.87	729	121018	33	PACCE SEAN / 9-18-64
Comp.#3.			U	<u> </u>	1	1		<u> </u>	<u> </u>	·
Comp.#4.		<u></u>						L		
Comp.#5.			<u> </u>	ļ						
TARE WT.	44,040		<u> </u>				<u> </u>	<u> </u>	<u></u>	م جر جر مطره
GROSS WT.	68,860									24922.96 11282.7 K
TRUCK #	4315									3405 mgsp.

MANIFEST NO. STORAGE TANK NO. QUANTITY STORAGE TANK DATE REMARKS
0714 DST#|

EMARKS.

JM 8-16-84

PACE	
	ы,

GENERATOR FICHERSKO PUBLIC POLICE

MANIFEST NO. 07/4

MANIFEST DATE

MATERIAL LOG

MCR STORAGE DATE 8-16-84

SHIPPER

M.C. ROSE

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT. Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF	FINAL DISPOSAL DATE	REMARKS 10
Ome 1	NE	5641.3	DST-1	163/25	同于一种种种的种种的	9-10-84, 9-8-94	学は取扱情が は
Como Q	NEWS	5641.4	DOT-THE	227/25	学生的基础的	वनाव-वर्ध-वनावध	美型用品的制度数据的 更
PER MINERAL SE	为对外的基础的	外的政府的	美国教育的	海岸外地沟海 海	35%的原则的自然的	批准的研究的	類 ESS PRESENTE
学的种类的	を行うないのでは、 を行うないのでは、 を行うない。 では、 では、 では、 では、 では、 では、 では、 では、	を とうない とうない ないかん ない ない ない ない ない ない ない ない ない ない ない ない ない	をおからにようなというのできる	Charles and Charle	連手が変換が変換が過 続		
张斯斯斯特的特殊	國際政策制度	和智能的	是於起資金數	经的数据的多种的	的数据类型等效率		
	<u>Electrical</u>			. 4			
					AND RESIDENCE OF STREET		
				語義發和機能能			
	马湾曾和南岸	和知识的		新超越外越级	学规划和新加州和		
	新新型型的	是是	概認法論無數	利用的自己的主义 的	经共产品的公司的现在分	是明神	400 的年本概题或 加
	的控制性認知的言	物理技术的	超越越越越越	的对象的对象的	想得的技术与成功的		
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And the second second	the state of the state of the	A STABLE STATE OF	(Alternative Manufacture)	學的時代日本時代	自由于一种特殊的特殊地位	物社类的经验的特别	tions and the buildes administration of
A THE	and the sale	25	- The state waste	aptendo o menos	gramma, but estates propie	Statistical and representation of	19 1 1 1 10 10 10 10 10 10 10 10 10 10 10
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1 Table 10							
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TO	DATE & MARKET
FROM	
MANIFFST 1 7/7	DATE RECEIVED: 7-1-7-4
ACCOUNT NAME: 11/1/2016	The hill of Frances
Françantin et & miller ail-	3405 gal.

WAREHOUSE NUMBER	GENERATOR STORAGE DATE	DISPOSAL SCHEDULE	COMPLETED DATE
1702.121. + 1800	ÚŤ:		0.1241
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rose custimota sintia de tial

то				
FROM				
MANIFEST #	714		DATE RECEIV	Department
	ACCOUNT NAM	The many ages and improve them.	(a) (a)	中国人工的企业的企业的企业的企业。 12.100mg man 12.100mg
	- 12 - A			
man# 4	141 - 145			
一位,这个人的一种	partnerto	ou.l		

WARDIOUSE NUMBER	GENERATOR STORAGE DATE	DISPOSAL SCHEDULE	COMPLETED DATE
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U- Link			
- Chief	The second second		
2.0			
			The first of the second
7.4			

מד		DATE	·.
FROM			
MANUFEST # 0	714	DATE RECEIVED: 8/14/84	
	ACCOUNT NAME: NIE 220000	Distric Pour	,
·		•	
21105	4-12 B 12- D 1		

WAREHOUSE NUMBER	GENERATOR STORAGE DATE	DISPOSAL SCHEDULE	COMPLETED DATE
Jamital Comp	ETE		9-18-84
6			·
			
		•	
	<u> </u>		
·			
·		·	·



2459 Charlotte Stree Kansas City, Missouri 64108 (816) 471-7227

CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Genei	rator <u>N</u>	ebraska Public Power	the state of the s
Type	of Mater	ial Processed <u>3405 gal</u>	lons bulk oil
Date	of Issue	December 18, 1984	714

Production Coordinator

Polycria L. Fry

Roberta L. Fry

HAZARDOUS WASTE MANIFEST

THIS SHIPPING ORDER Must be legibly Carbo	filled in, in ink, in ir	idelible Pencil, or in Agent.	in MA	NIFEST	OCUMEN.	T NUMBER
					0745	
			11.			
TO: T/S/D FACILITY ROSE CHEMICALS/1 E.P.A. ID Code No. MOD980633069	PCB DIV.		NEBRASKA Code No.	PUBLIC	POWER	
Address 500 W. McKISSOCI Destination HOLDEN, MO. 640		Address Origin	P.O. BOX	В.	CARY	CALCULATION OF THE STATE OF THE
Phone (876)-732-4717		Phone	(402)-563	EPAS	GARY S.	EABELS REDURE
Shipang Units Units Shipe No. 1 Control of the Shipe S	HACA	HDICLASS		O/A-	WEIGHT	(or Exemption No.
13ul4 0:1	111	B	2315		14.69	b .
	1	= .			1	
		_			-	
		-				t t
		- 6		1 -		
RQ 10/4.54				FE CO		
POLYCHLORINATED BIPHENYLS PLACARDS REQUIRED	OR	1-E	2315	N/A		PCB/ORM-B
NOTE - Where the rate is dependent on value, shippers are required to state ap the agreed or declared value of the property. The agreed or declared v is hereby specifically stated by the shipper to be not exceeding Per RECEIVED, subject to the classifications and teriffs in effect on the date of the iss packages unknown), marked, consigned, and destined as indicated above which said under the contract) agrees to carry to its usual place of delivery as said destination or any of, said property over all or any portion of said route to destination and as is bill of lading terms and conditions in the governing classification on the date of shi Shipper hereby certifies that he is familiar with all the bill of lading terms and condi- and for assigns.	alue of the property	g, the property describes as deliver to another interested in all or as	tiper child sign me fettering man e delivery of this physical extress (Signature of Centry libed above in apparent goo roughout this contract as a ser clarrier on the route to a	property of brogge and of a property of order, encept as a meaning Bry purson of laid destination. It	PR	REIGHT CHARGES EPAID COLLECT DOUBLES OF THE PROPERTY TO BE SHOWN OF THE PROPERTY TO BE SHOWN OF THE PROPERTY TO BE SHOWN OF THE PROPERTY TO BE SHOWN OF THE PROPERTY TO BE SHOWN OF THE PROPERTY TO BE SHOWN OF THE PROPERTY
	A STATE OF THE PARTY OF THE PAR			All Bridge and Control of the Contro		
ALTERNATE DESTINATION (EMERGENC)	(ONLY)			RESPONS	Perrin	MATION
T/S/D FACILITY		CONTACT Name Patrick Perrin Phone (816)-732-4117/732-5309				
Address		National Response Center 1-800-424-8802				
Destination	CERTIFI	ICATION 426-26/5				
This is to certify that the above named materials are pro- for transportation according to the applicable regulations					ed, and are in	proper condition
Signature Dale Numa	1-			Date_C	lug 29	8,1984
TRANSPORTER #1 ROSE CHEMICALS/				.P.A. ID No	MOD98	0633069
Address 500 W. McKISSOC HOLDEN	X	State	MO zip 64	040	phone (ST	6)-732-4117
This is to certify ac	ceptance of t		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1.2	1000	
Transporter No. 1 Ruld Live				Date 8/	28 Km	
TRANSPORTER #2	/		E	.P.A. ID No		
Address		State	Zip		Phone	1.4
Transporter No. 2 This is to certify ac	cceptance of		SUPPLIES OF STREET	nent.		1
TREATMENT/STORAGE/DISPOSAL FACILITY				Date	1. 1	
This is to certify acceptance	of the hazard	ous waste fo	or treatment, st	orace, or d	isposal.	
Signature James Mark					-28-8	34

From Rase Chem. INPAD Date 8-28 1984	
MILO — WHEAT — CORN — BEANS ☐ Sold ☐ Stored	No.
67/490 Gross Test Wt. Price 2000	217
Net Dockage Driver: ☐ On - ☐ Off	9

PCB DIVISI	ON	<u> </u>			** ATE:	8-18-8	34*		
		K.C., MO.	64108	•		r: Nebras		c Pawe	<u> </u>
PHONE: E16	/471-7227								: -
# 0100				,	AGE NO	: 1 of	1		
DATE OF ST	ORAGE	-28-84	· . ·			L INFORMATI			
		•							
LAB					Ţ.	Γ	Т		т і
COMP.#	LAB DATE	SAMPLER	REAGENT	AROCLOR'		SP. GRAV.	LBS/GAL		REMARKS.
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REMARKS

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REMARKS:

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GENERATOR TEliante Public Cours PAGE / 14

M.C. ROSE

MANIFEST NO. + 0745

MATERIAL LOS

MANIFEST DATE

MCR STORAGE DATE 8-28-84

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2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

CERTIFICATE OF PROCESSING

This material has been processed and all salvageable material has been decontaminated and reclaimed or recycled as mandated by our U.S. Environmental Protection Agency authorization under, Section 6(e) of TSCA and 40 CFR 761.60(e).

Genei	rato	or <u>Ne</u>	braska	Public	Power	•	
lype	o f	Mater	ial Pro	ocessed	2015 g	allons bulk o	i l·
Date	n f	Issue	Dece	mber 18	3, 1984	745	

Production Coordinator

Roberta L. Fry

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	3.	Generator's Name and Mailing Address Nebraska Public Power District, C	Operation Center ¹	228		tate Manifest Do		t Numbe	r .	1. 1. 1.
		York, NE Generator's Phone (402) 563-5408 Gary Sir	clair	• • • • •	3. 3	1219 (3411912101)	·	:: ::		
l		Transporter 1 Company Name	8. US EPA ID Numbe	er .		tate Transporte				
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	′	Transporter 2 Company Name	8. US EPA ID Numbe	er •		ransporter's Pho				
	9.	Designated Facility Name and Site Address	10. US EPA ID Numbe	er -		tate Facility's ID				
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ı	500 W. McKissock H. Facility's Phone									
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Style F15-6 Labelmaster, Chicago, IL 60646 (312) 478-0900

EPA Form 8700-22 (3-84)

GENERATOR: Peleracia Poli Pomer biato, Operation Contes

PCB DIVISION

MANIFEST: 1228

2459 CHARLOTTE ST., K.C., MO. 64108

DATE: 5.73-55

PHONE: 816/471-7227

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CAPACITOR, MISC., & LIQUIDS INFORMATION LOG

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PCB DIVISION

MANIFEST: 1208

2459 CHARLOTTE ST., K.C., MO. 64108

DATE: 5-13-85

PHONE: 816/471-7227

PAGE: 22

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CAPACITOR, MISC., & LIQUIDS INFORMATION LOG

			RECEI	VING			 				L/	\B	TREA	MENT	TRANSFOR	MER DATA
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PAGE 18 1

M.C. ROSE

MANIFEST DATE 5-10-85

MATERIAL LOG

MCR STORAGE DATE 5-13-85
SHIPPER MCR

GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
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A		UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator's t	US EPA ID No. No. Doc	fanifest ument No.	2. Page			the shaded areas by Federal law.
	3.	Generator's Name and Mailing Address Nebraska Public Power West Hiway #34	District,	Operation Center	.229		Manifest Do		Number
	4.	Generator's Phone (402) 563-54	08 Gary Si	nclair		B. State	Generator's	ID	
	5.	Transporter 1 Company Name		6. US EPA ID Numbe	r	C. State	Transporter	's ID	
	L	Rose Chemicals, Inc PCB D	IV_	MCD980633069		D. Trans	sporter's Pho	ne(81	5) 732-4117
	7.	Transporter 2 Company Name		8. US EPA ID Numbe	er	E. State	Transporter	's ID	
L			J			F. Trans	sporter's Pho	ne	
	9.	Designated Facility Name and Site Address	5 .	10. US EPA ID Numbe	r	G. State	Facility's ID		
ĺ	٠	Rose Chemicals, Inc PCB D	IV				•		
L		500 W. McKissock	•			H. Facil	ity's Phone		
		Holden, MO 64040		MOD980633069		(816	732-41	17	•
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Style F15-6 Labelmaster, Chicago, IL 60646 (312) 478-0900

EPA Form 8700-22 (3-84)

Ple	850	print or type. (Form designed for use on elite (12	2-pitch) typewriter.)				Form Appro	ved. OMB	No. 2000	-0404. Expir	res 7-31-86
A		UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator's	US EPA ID No.	Mar Docum	nifest nent No.	2. Page 1 of			the shade by Federa	
	3.	Generator's Name and Mailing Address Nebraska Public Power West Hiway #34	District,	Operation Co	122 enter	29	A. State Ma B. State Ge	· ·	·	Number	
		York, NE Generator's Phone (402) 563-54	408 Gary Si	nclair						1.1.	
	5.	Transporter 1 Company Name 👵		6. US EPA I	D Number	. L	C. State Tra				
	Ŀ	Rose Chemicals, Inc PCB [VIC	MOD98063306	9		D. Transpor	ter's Pho	ne(816	5) 732-	-4117
1	7.	Transporter 2 Company Name		8. US EPA I	D Number		E. State Tra	insporter	s ID		
ı			•			· .	F. Transpor	ter's Pho	ne		
	9.	Designated Facility Name and Site Address Rose Chemicals, Inc PCB I		10. US EPA	D Number		G. State Fa	cility's ID			
		500 W. McKissock Holden, MO 64040		H. Facility's Phone (816) 732-4117							
9	11.	US DOT Description (Including Proper Sh	ipping Name, Haz	MOD98063306 ard Class and ID Nu	12	2. Contair No.	ners T	13. otal antity	14. Unit Wt/Vol	I. Waste	No.
E N E	a.					_	16	150	12		
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	15.	Additional Descriptions for Materials Liste	d Above			K	Handling	Codes for	Wastes	Listed Ab	ove
		Additional Descriptions for Materials Liste 5 motor Cruin 5 C		- - -			بعسر والد	بـ 		· · ·	
	15	Special Handling Instructions and Addition	and Information		17						•
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Ţ	17.	Transporter 1 Acknowledgement of Rece	ipt of Materials				<u> </u>		9	Dat	
Ā	Γ	Printed/Typed Name		Signature	مربع)]			donth Day	
3		Rose Chemicals Inc PCB DI		flung	<u>l (14</u>	ye				<u>25 XO</u>	85
RANSPORTER	18	Transporter 2 Acknowledgement of Rece Printed/Typed Name	pipt of Materials:	Signature			<u> </u>	<u>, </u>	<u> </u>	Dat Month Day	
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	19.	Discrepancy Indication Space	3-17-			•	, je			e a	
FAC-			,					٠			·
FACILITY	20	Facility Owner or Operator: Certification of	of receipt of hazard	dous materials cover	ed by this m	nanifest ex	cept as note	d in Item	19.	Dat	е
Ý	Г	Printed Typed Name		Signature	=				A	Month Day	
	L	Mike More		gnu	<u> </u>	<u>~~</u>				<u> </u>	

MARTHA C. ROSE CHEMICALS, INC.

PCB DIVISION

2459 CHARLOTTE ST., K.C., MO. 64108

PHONE: 816/471-7227

0102

GENERATOR: Michigan Per Per Per Best Committee Contes

MANIFEST: 1229

DATE: 5-13-85

CAPACITOR, MISC., & LIQUIDS INFORMATION LOG

			RECEI	VING		•					LA	\ B	TREA	MENT	TRANSFOR	MER DATA
MANIFEST NO.	STOR	AGE TO:	GENERATOR STORAGE DATE	SHIPPER	WAREHOUSE NO.	PRE-TREAT WEIGHT LBS	MENT KGMS	LOCA	TION _	 PPM	AROCLOR	REAGENT	IN- HOUSE - PRO- CESSED	OTHER SHIPPED OUT	 DIMENSIONS	 SERIAL∌
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			3-18-85	·	C- 16711	1740	790.9									
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1	1		3-19-85	<u>.</u>	C-16714	1700	רבריו	1	1			•				1755

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GENERATOR Mb Comic Rover Dist.

PAGE 1011

M.C. ROSE

manifest no. 1939

manifest date 5-10-85

MATERIAL LOG

MCR STORAGE DATE 5-13-85

SHIPPER MCB

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
C-11-104	41-19-85	1409	D (0H		41-19-86		
10-11-175	3-11-85	140.9	D . (OH		3-11-86		
10-16-1010	4-19-85		D LOH		4-19-86		
LC: 16707	3-11-85	140.9	D 10H		3-11-86		
C-16709	4-17-85	179.7	D WH		4-17-86		
J- 1157061	4-18-85	754.5	CR WH		4-18-86		
C-11-710	<i>-</i> 3-19-35	8000	CR WH		3-17-86		·
C-16-111	3-18-85	790.9	CR WH		3-18-86		
C-110712	19-18-54	0.008	CR WH	·	13-18-85		
C-16713	7-18-85	909	CB 1941	·	9-18-86		
C-14714	3-19-85	779.7	CR WH		3-19-86		
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Ple	180 p	print or type. (Form designed for use on elite (12-pitch) typewriter.)			Form Appro	ved. OMB No. 200	0-0404. Expires 7-31-80
A		UNIFORM HAZARDOUS 1. Generator's US E WASTE MANIFEST		Manifest Document No.	2. Page 1 of		r the shaded areas d by Federal law.
	3.	Generator's Name and Mailing Address Nebraska Public Power District, Ope West Hiway #34	eration Cente	1230	A. State Ma	milest Documer	t Number
	4.	York, NE Generator's Phone (402) 563-5408 Gary Sincl	lair		٠.	enerator's ID	
	5.	Transporter 1 Company Name 6.	US EPA ID Nu	mber		ansporter's ID	
			00980633069				6) 732-4117
11	7.	Transporter 2 Company Name 8.	US EPA ID Nu	mber		insporter's ID	
П	_				F. Transpor		
$\ $		Designated Facility Name and Site Address 10. Rose Chemicals, Inc PCB DIV	US EPA ID Nu	mper	G. State Fa	cility's ID	
Ш	t	500 W. McKissock			H. Facility's	Phone	
		Holden, MO 64040 MC	00980633069			732-4117	·
	11.	US DOT Description (Including Proper Shipping Name, Hazard C	Class and ID Number) 12. Conta	} _T	13. 14. Unit antity Wt/Vol	Waste No.
E	2.						
E		10/4.54 Polychlorinated Biphenyls	ODAS-E FRI-231	5 9	TO HZ	10 9	
A	b.	10/4:54 FOLYCHOLINAGA BLINEHVIS	<u> </u>		1010		
OR					1		
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	G.		-	1 .[
П	_						
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	J.	Additional Descriptions for Materials Listed Above			K. Handling	Codes for Wasti	s Listed Above
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П	15.	. Special Handling Instructions and Additional Information	* * * * * * * * * * * * * * * * * * * *			•	
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	16.	. GENERATOR'S CERTIFICATION: I hereby declare that the co	ontents of this consig	nment are fully	and accurate	ely described	•
		above by proper shipping name and are classified, packed, mar transport by highway according to applicable international and	rked, and labeled, and I national governmen	u are in all respe tal regulations.	scis iu blobel	CONCILION TOP	
	 	Debted/Grand Name	Cignoture		-0-	<u> </u>	Month Day Year
A	١.	Printed/Typed Name	- Signature	15	X.//		Month Day Year
÷	17.	Transporter 1 Acknowledgement of Receipt of Materials	- JAKON		بمرطب ل	41.	Date
Ř	۳	Printed/Typed Name	Signature	//	//		Month Day Year
N S P		Rose Chemicals Inc. PCB DIV	Muss 1	and			25/10/85
0		. Transporter 2 Acknowledgement of Receipt of Materials					Date
RTER		Printed/Typed Name	- Signature				Month Day Year
۴	19	. Discrepancy Indication Space					
	-		•				
FACI							•
Ļ	20.	. Facility Owner or Operator: Certification of receipt of hazardous	s materials covered b	y this manifest e	xcept as not	ed in Item 19.	
ţ	<u> </u>						Date
•		Printed/Typed Name	Signature	· Ga		M(R)	Month Day Year
<u></u>	<u>L</u> .	·	June	Moron	<u>e 170</u>	IN(K)	15 115 165

Style F15-6 Labelmaster, Chicago, 1L 60646 (312) 478-0900

EPA Form 8700-22 (3-84)

MARTHA C. ROSE CHEMICALS, INC.

GENERATOR: Mobrastia Public Power Dist, Operation Center

PCB DIVISION

MANIFEST: 1230

2459 CHARLOTTE ST., K.C., MO. 64108

PHONE: 816/471-7227

0102

CAPACITOR, MISC., & LIQUIDS INFORMATION LOG

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MANIFEST NO.	STORA		GENERATOR STORAGE DATE	SHIPPER	WAREHOUSE No.	PRE-TREATI WEIGHT LBS	1ENT KGMS	LOCAT	ION	- PPM	AROCLOR	REAGENT	IN- HOUSE PRO- CESSED	OTHER SHIPPED OUT	DIMENSIONS	SERIAL#
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·			3-1-85		0-16719	22,S	ଥାୟ ଦ	1 .		121/6	1242	5-15-88				445
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REMARKS:	 	·	 		
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GENERATOR DOST FOR CONTER

PAGE le l

M.C. ROSE

manifest no. 1080

MATERIAL LOG

manifest date 5-10-85

MCR STORAGE DATE 5-13-85

SHIPPER MCR

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
0-11-111-	3-1-85	AY5	D WH	3	3-1-86	www 5-15-85	
1-11-17	3-1-85	3Y1.5	D WH	158	3-1-86		
0 11719	3-1-85	304.5	D WH	147	3-1-86		
1-11-119	3-1-85	904.2	HW a	131/(p	3-1-86		
D. 16737	3-1-85	AB.b	HW a	131/8	3-1-86		·
16771 O	3-1-85	613.6	D WH	137/7	3-1-86		
V- 1€J33	3-1-85	313.6	D WH	11/5	3-1-86		
1. 14J.33	3-1-85	913.10	Hw a	>9500	3-1-86		
VF[11 0	3-1-85	1909	HW a	368	3-1-86		
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A		UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator's UŞ	tet i e e e e e e	Manifest Document No.	2. Page 1 of	Information in is not required	the shaded areas d by Federal law.
	3.	Generator's Name and Mailing Address Nebraska Public Power I West Hiway #34	District, Op	eration Cen	ter ¹²³¹		nifest Documen	t Number
	4.	York, NE Generator's Phone (402) 563-540)8 Gary Sinc	lair		B. State Ge	nerators ID	
	5.	Transporter 1 Company Name	6.	US EPA ID	Number	C. State Tra	ansporter's ID	
		Rose Chemicals, Inc PCB DI	v M	OD980633069			rter's Phone(81	6) 732-4117
	7.	Transporter 2 Company Name	8.	US EPA ID I	Number		insporter's ID	· · · · · · · · · · · · · · · · · · ·
						F. Transpor		
		Designated Facility Name and Site Address Rose Chemicals, Inc PCB DI 500 W. McKissock		US EPA ID I	Number	G. State Fa		· ·
		Holden, MO 64040	· IM	DD980633069		H. Facility's (816) 7	Phone 32-4117	
0	11.	US DOT Description (Including Proper Ship			12. Conta	iners T	13. 14. otal Unit antity Wt/Vol	I. Waste No.
E N E	8.	- •					VA P	
R		RC 10/4.54 Polychlorinate	d Biohemyls	ORM-E UN-23	315	791	OF	
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	_	Additional Descriptions for Materials Listed	Ahoue		l l	K Handling	Codes for Weste	s Listed Above
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	A	- I Transtoonica		· .				BESTATIONS
	15.	Special Handling Instructions and Addition GENERATOR'S CERTIFICATION: I hereb	nal Information	contents of this con	signment are fully	and accurate	aly described	BESTATIONS
	15.	- Transformal	nal Information by declare that the custified, packed, ma	rked, and labeled, a	signment are fully and are in all resp	and accurate	aly described	Date
	15.	Special Handling Instructions and Addition GENERATOR'S CERTIFICATION: I hereb above by proper shipping name and are cla	nal Information by declare that the custified, packed, ma	rked, and labeled, a	signment are fully and are in all resp ental regulations.	r and accurate ects in proper	ely described condition for	Date Month Day Yea
V	15.	Special Handling Instructions and Addition GENERATOR'S CERTIFICATION: I hereb above by proper shipping name and are class transport by highway according to applicate the Research Public Publ	nal Information by declare that the constitution and the international and the constitution	rked, and labeled, and national governm	signment are fully and are in all resp	r and accurate ects in proper	ely described condition for	Date Month Day Yea
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Style F15-6 Labelmaster, Chicago, IL 60648 (312) 478-0900

EPA Form 8700-22 (3-84)

MARTHA C. ROSE CHEMICALS, INC. PCB DIVISION MATERIAL LOG 2459 CHARLOTTE ST., K.C., MO. 64108

9HONE: 816/471-7227

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MANIFEST NO: 1231	·
DATE: 5/3-85	
CUSTOMER: Pelinals Public Rose, Wed	Darilia G. I
York NE	
PAGE: /c/	

TRANSFORMER INFORMATION LOG

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GENERATOR STORAGE DATE	WAREHOUSE NO.	SERIAL NO.	LOCATION	MFR	FSE GALLONS	KYA	LBS	KILOGRAMS	DRAINED DATE	DRAINED BY	PPM	G.C. DATE	LAMPLER	AROCLOR	REAGENT
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PAGE OLIO

M.C. ROSE ·

GENERATOR (16 Projection DIST Operation Center MANIFEST NO. 1831

MATERIA

MATERIAL LOG

MCR STORAGE DATE 5-13-85

SHIPPER MB

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
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2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227

NO. 292

5-14-85

CERTIFICATE OF DISPOSAL

sidedis, the certifies dide as or	2-14	- 0.5
n disposed of in compliance with 40	CFR 761	regulations.
1231		
5-13-85		
Nebraska Public Power		
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York, Ne.		
Doine Scrutchfield		
Bonnie Scrutchfield		
Records Supervisor		•
October 23, 1985	٠	•
	1231 5-13-85 Nebraska Public Power W. Hwy. #34 York, Ne. Bonnie Scrutchfield Records Supervisor	1231 5-13-85 Nebraska Public Power W. Hwy. #34 York, Ne. Bonnie Scrutchfield Records Supervisor

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3.	Ge		nd Mailing Addres	ss Pow.	<u>ـــــ</u>		1	328	A. S	tate Manifest Do	cumen	t Number	
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5.	, Tra	nsporter 1 Comp	any Name		6	. US E	EPA ID Numbe	er		tate Transporter			٠.,
			s, Inc PCB	DIV		MOD9806				ransporter's Pho		16) 732	<u>-4</u>
7.	Tra	nsporter 2 Comp	any Name		8	s. US E	EPA ID Numbe	ar .		tate Transporter ransporter's Pho			
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J.	. Add	ditional Description	ons for Materials L	isted Above					K. Ha	Indling Codes fo	r Waste	s Listed Ab	OVE
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15	5. S	ecial Handling I	nstructions and Ad	dditional Infor	mation								
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16	8. G	ENERATOR'S C	ERTIFICATION: I	hereby decla	re that the	contents of t	his consignme	ent are fully	y and a	ccurately descri	bed		
	az	ove by proper snansport by highwa	ipping name and a ay according to ap	are ciassified, oplicable inter	, packeo, n mational a	narked, and la Ind national g	overnmental r	egulations •		proper condition) TOF		
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18	9. Di	screpancy Indica	ition Space				كندن جراكب بدو		÷				
	٠.	$(j_{2}+\tilde{j}_{2},j_{2},\cdots)^{n}$				•			4	•			
		cility Owner or O	perator: Certificat	tion of receipt	of hazardo	ous materials	covered by thi	s manifest	except	as noted in Item	19.		
	y. H	,	P										
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*	UNIFORM HAZARD WASTE MANIFE		i. Generator's US	SEPA ID No.	Doc	Manifest cument No		- 1	ation in t required	the shaded by Federal	ar lav
3.	Generator's Name and Mailing)\~ ~~		- 1	328		tate Manifest Do	<u> </u>	Number	
4.	Generator's Phone (16)	, 563				<u> </u>		tate Generator's	· · .	. 1	-
	Transporter 1 Company Name Rose Chemicals, Inc		6. 1	MOD98063	A ID Numb 3069	er		tate Transporter ransporter's Pho		6) 732-	-4
	Transporter 2 Company Name		8.		A ID Numb	er	_	ate Transporter		<u> </u>	_
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9. R	Designated Facility Name and lose Chemicals, Inc.	PCB DIV	10	i. USEP	A ID Numb	ər	G. S	tate Facility's ID		:	
5	00 W. McKissock		-					cility's Phone			
	blden, MO 64040		<u>_</u>	MOD98063:	3069	12. Cont		316) 732-4 13.	117		
11. a.	. US DOT Description (Includin	ng Proper Shipp	ning Name, Hazan	d Class and ID	Number)	No.	Туре	Total Quantity	Unit Wt/Vol	Waste I	No —
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J.	Additional Descriptions for Ma	terials Listed A	bove			<u> </u>	K. Ha	ndling Codes fo	r Wastes	Listed Abo)VE
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15.	. Special Handling Instruction	s and Addition	i Information	,							
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16.	 GENERATOR'S CERTIFICA above by proper shipping na 	me and are clas	sified, packed, m	arked, and lab	eled, and ar	e in all resp	ects in	ccurately descri proper condition	bed 1 for		
	transport by highway accord	ing to applicab	le international ar	id national gov	ernmental r	egulations			Г	Date	
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	ose Chemicals, Inc			Ku	harl	يار ر	Lone	Ly		6 27	1
17.		ment of Receipt	t of Materials	Cionation						Date	_
17.	. Transporter 2 Acknowledger			Signatur	,				ĩ	fonth Day	1
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17 R 18	. Transporter 2 Acknowledger	:0 .									
17 R 18	Transporter 2 Acknowledger Printed/Typed Name	:					7				
17. R 18.	Transporter 2 Acknowledger Printed/Typed Name	69		<u> </u>							
17. 18.	Transporter 2 Acknowledger Printed/Typed Name	· · · · · · · · · · · · · · · · · · ·	eceipt of hazardo	us materials co	wered by thi	is manifest	except	as noted in Item	19	·	
17. 18. 19.	Transporter 2 Acknowledger Printed/Typed Name Discrepancy Indication Space	· · · · · · · · · · · · · · · · · · ·	eceipt of hazardo	us materials co	vered by thi	is manifest	except	as noted in Item		Date	

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GENERATOR Rebrasha Public Power

MAN# /328

DATE RECEIVED: 7/1/85

HSE#	DATE PROCESSED	INS.#	DATE DISPOSED	METAL#	DATE DISPOSED	CORE & PAPER#	DATE DISPOSED	OIL#	DATE DISPOSED	FINAL DISP. DATE
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GENERATOR <u>Nebrasha</u> Public Power PAGE

manifest no. 1328

M.C. ROSE

MANIFEST DATE 6/27/85

MATERIAL LOC

MCR STORAGE DATE 7/1/85

SHIPPER MCR

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
Comp # 1	7-1-85	18495.4		343/213	7-1-86		
Comp # 3	7-1-85			426/214	7-1-26		
Comp # 4	7-1-85			434/201	7-1-36		
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A		UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator's U	S EPA ID No.	Manifest Document No.	2. Page 1 of	Information is not require						
	3. G N	enerator's Name and Mailing Address ebraska Public Power			1348	A. State Ma	nifest Documer	nt Number					
П		perations Center, West Hi				B. State Ge	nerator's ID						
П,	4. Ğ	ork, NE lenerator's Phone (402) 563-54	08 Dick Toy	reless									
	5. T	ransporter 1 Company Name	6	US EPA ID	Number		insporter's ID						
H	P	ose Chemicals, Inc PCB DI	v .	OD980633069			ter's Phone (8	16) 732	2-4117				
П	7. T	ransporter 2 Company Name	8	US EPA ID	Number		nsporter's ID						
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$\prod_{i=1}^{n}$		esignated Facility Name and Site Address	:	D. US EPA ID I	Number	G. State Fac	cility's ID						
П		ose Chemicals, Inc PCB DI 00 W. McKisock	V			H. Facility's	Phone						
\prod		olden, MO 64040	1	MOD980633069)	٠ · · · · ·							
扩	Holden, MO 64040 MOD980633069 (816) 732-4117 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number) 12. Containers 13. 14. 1. Total Unit Waste No.												
a		HM Description (including Proper Snip	ping Name, riazar	d Class and ID Numb	No.		antity Wt/Vo	wast	8 NO.				
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11	15.	Special Handling Instructions and Addition	nal Information	· · · · · · · · · · · · · · · · · · ·									
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11.		GENERATOR'S CERTIFICATION: I hereb	u dooloro thet the	contents of this con-	ricomont are fully	and accurate	hy donorihod						
Ш		above by proper shipping name and are cla	ssified, packed, m	arked, and labeled,	and are in all resp	ects in proper							
$\ \ $	1	transport by highway according to applicat	ole international a	na national governm	entai regulations.	•		Da	ite				
丌		Printed/Typed Name	 	Signature			•	Month Da	y Year				
V			OWER	Nale	/remon			12/	6 85				
Ţ		Transporter 1 Acknowledgement of Receip	ot of Materials					Da					
T A		Printed/Typed Name		Signature	1/1/		,	Month 9	y Year				
8		ose Chemicals, Inc PCB DIV		your	us coe	meson		1-/ <u>V</u>	6/2				
9	_	Transporter 2 Acknowledgement of Receiption (Transporter 2 Acknowledgement of Receiption)	ot ot Materials	Signature			<u></u>	Month Da					
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_	19. 1	Discrepancy Indication Space											
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	20. 1	Facility Owner or Operator: Certification of	receipt of hazardo	us materials covered	by this manifest (except as note	d in Item 19.						
₹├		Printed/Typed Name		Signature	•			Month Da					
		Mile Moore		mo	grane	- Acri	hck)	וו דו	185				
	F15-(, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			PA Form 870					

g Y GRAIN C	PAY) B	ox 204 — You	k, Nebraska C	ate	<i>O</i> _, 19_\$5 d _ □ Stpred	No
From 7.1-9.	O Gross O Tare	Test Wt Moisture Dockage	CORN - BEAR	Price_Z	00 pg	4631
Bu.			,			

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Rose Chemicals	Ø
PCB Division	Ψ

SIGNATURE:

2459 Charlotte Street Kansas City, Missouri 64108 (816) 471-7227 MATERIAL TRANSPORT FORM DISTRIBUTION: PRODUCTION: TRAFFIC: SALES: GENERATOR STORAGE DATES: XYES NO LABLES USED: YES NO NUMBER OF LABLES USED: LOAD CONDITIONS # DRUMS LEAKING PICK UP SECURE # LEAKING SECURE MAN # POINT TANKER OIL CAPS DEBRIS CAP BOXES PALLETS TRANSFORMERS 10001 1348 000 G TOTAL TIME IN: 9/30a TIME OUT: 1/00an DRIVERS SIGNATURE: DRIVERS COMMENTS: PICK UP COMPLETE? YES XNO REMAINING MATERIAL: TYPE OF MATERIAL **# CRATES** # TRANSFORMERS: TITLE: SIGNATURE: COMMENTS: ARRIVAL CONDITIONS:

PCB DIVISI 2459 CHARL	OTTE ST.,	K.C., MO.	64108			7-17-85 ER: Nebras		ic Par	<u></u>	
PHONE: 816	/471-7227		•					·		
0100	•				PAGE N):	<u>/</u>	 -		
DATE OF ST	ORAGE5	29-85		·	BULK 0	L INFORMATIO	אכאכ			
LAB					·		∪' <u>2</u> ≤'			
COMP.#	LAB DATE	SAMPLER	REAGENT	AROCLOR		SP. GRAV.	LBS/GAL	GC DATE	REMARKS	}-
Comp.#1.			Salv	1242	342	. 8775	7.3198	7-17-85	 	
Comp.#2.								1		
Comp.#3.			sole.	1240	427	-8795	7.3364	7-17-8	•	
Comp.#4.			Sale	1242	373	1	7.3364	7-17-85	1	
Comp.#5.	:					·				
TARE WT.	29560		<u></u>	# # P					<u> </u>	43350 lbs
GROSS WT.	71910					<u> </u>			·	19350.0°
TRUCK #	4427		<u> </u>	9,	<u> </u>		<u> </u>		¥	5,777 ga
WAREHOUSE				10 mg/m	. · ·	· · · · ·	••			
MANIFEST N	STORAG O. TANK N		M S	OVED TO! TORAGE TAN	KDATE	1.	REMAR	KS	#	· .
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GENERATOR / VILLOVIA FULLOVIANO

MAN# 1348

DATE RECEIVED:

7-17-85

MHSE#	DATE PROCESSED	INS.#	DATE L DISPOSED	METAL#	DATE DISPOSED	CORE & PAPER#	DATE DISPOSED	OIL#	DATE DISPOSED	FINAL DISP. DATE
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GENERATOR No brooks this four

PAGE 10

M.C. ROSE

MANIFEST NO. 1348

MANIFEST DATE 1-16-85

MATERIAL LOG

MCR STORAGE DATE 1-10-85

SHIPPER MCR

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
COMP#1	5-47-85	1911100		407343	5-39-86		
(CU) 43	5-89-85	22114		4cg/enu	5-09-86		
(cmon)	5-39-85	64166		445/273	5-39-86		
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MARTHA C.	RC 2	E CHEMI	CALS,	TINC.				MANIFE	st no. <u>/3<i>88</i></u>	3		-,,	
PCB DIVISI	0 N						_	CATE:_	8-5-25	·			
2459 CHARL	077	E ST.,	k.C.,	MO.	64108			CUSTOM	ER: 77.0/-	aska Pert	Lie Ru	مي	
PHONE: 816	/47	1-7227			•								•
0100								PAGE N	0: <u>lef 1</u>				
DATE OF ST	ORA	GE <u>/³</u> 2	<u> </u>	<u>)- </u>	<u> 255.</u>		·	BULK 0	IL INFORMAT	10N	<u>-</u>		
LAB	i		г —		<u></u>	- 1				<u>.</u>	1	 -	Ī
COMP.#	LAI	B DATE	SAME	LER	REAGEN		ROCLOR	PPM	SP. GRAV.	LBS/GAL		REMARKS	1
Comp.#1.	5,-	5 35	5	<u> </u>	Jage		260	184	.3800	7.344	16/85		_
Comp.#2.					<u> </u>						ļ		
Comp.#3.			<u> </u>	· ·			266/	7927	ļ		1	<u> </u>] .
Comp.#4.	9-	5.35	BE	:	Dogi.	′	1242	273/16	.८.८८	7.347	44/85-		7000 //
Comp.#5.					<u> </u>		·		<u> </u>		<u> </u>	<u> </u>	35090 lbs
TARE WT.	22	550						1 .		<u> </u>		<u></u>	4778 Gallons
GROSS KT.	62	(40	1			<u> </u>							15950.0 Kems
TRUCK #	9	427			-		:			•			
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WAREHOUSE													
MANIFEST N	0.	STORAG TANK N		QUANT	ITY	MOVE	ED TO RAGE TAN	K DATE	·	REMAR	LKS		
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		REMARKS	:							2/.	an a Tax	0.7	-

GENERATOR ()CINANKA PULLUR PRILITE

MAN# 1388

DATE RECEIVED: 8-5-85

NHSE#	DATE PROCESSED	INS.#	DATE DISPOSED	METAL#	DATE DISPOSED	CORE & PAPER#	DATE DISPOSED	OIL#	DATE DISPOSED	FINAL DISP. DATE
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M.C. ROSE

GENERATOR VILTASKA Rub. Paus

manifest no. 1388

manifest date 8-8-5

MCR STORAGE DATE 8-5-85

SHIPPER MCB

MATERIAL LOG

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
(puo_{π})	8-2-85	79750		3 ⁴⁴ /164	S-9-8(19-18-61	
COMOTA	8-3-85	79750		312/iklo		19-20-51	
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COVC

Printed/Typed Name

S Y GRAIN COMPANY - Boy 204 - York, Nebraska 68467-	•
MILO - WHEAT - CORN - BEANS Sold Stored St	Nº 4709

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PCB DIVIS	ROSE CHEMI TOR	-				672.	8 - 1 9 -8°	5		•	
	LOTTE ST.,							aka R.S.	1º C	_	
	6/471-7227		~	•	L	051031	4-f		- 12 - <u>12-12</u>	<u></u>	
0100	5/4/1-/66/	•				ACE NO	ا <u>زر:</u> ازر:				
	TORAGE 5-	21-85					L INFORMAT				
DATE OF 3	TURAGE				В	ULK U	L INFURMAL	IUN	· .		
LAB		· · · · · · ·	! -					··	· · · · · · · · · · · · · · · · · · ·	,	•
COMP.#	LAB DATE	SAMPLER	REAGE	IT AROCI	LOR	PPM	SP. GRAV.	LBS/GAL	GC DATE	REMARKS	
Comp.#1.	8-15-85	78	Nape	1250	1248	788	0.8806	7.349	1/20/5-		
Comp.#2.]
Comp.#3.											}
Comp.#4.	8-15-85	TP	Safe	125/	242	319/113	0.8812	7.354	1/19/85]
Comp.#5.]
TARE WT.	27710			<u> </u>	.						1989C
GROSS WT.	70530	1					İ		<u> </u>		5835
TRUCK #	032	<u> </u>						•	<u> </u>	1	10463 6
					İ			••			
WAREHOUSE								<u> </u>			_
MANIFEST	STORAG	E OUA	NTITY	MOVED T	TANK	DATE		REMAR	ske		
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Rose Chemicals	9
PCB Division	Ψ

2459 Charlotte Street Kensas City, Missouri 64108 (816) 471-7227

•		MATER	RIAL TRAN	ISPORT FOR	M		(816) 471-7227
DATE: <u>S-19</u>	-85		· .	DIST	RIBUTION:	•-	'
DRIVERS NAME:	Arold 1	E Pars	کن <u>ره:</u>		PRODUCTION TRAFFIC: SALES:	·	· · · · · · · · · · · · · · · · · · ·
ACCOUNT NAME: NE	braska	Poblic		?} -	FILE:		
GENERATOR STORAGE							
LABLES USED: Y	es Ano	NUMBER OF	F LABLES	USED:			
·		1	LOAD CONT	DITIONS			;
PICK UP	SECURE		UMS LEAK		# LEAKING	SECURE	
MAN # POINT yor K	TANKER	OIL	CAPS	DEBRIS	CAP BOXES	PALLETS	TRANSFORMERS
0/441 NE	6000 G						
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TOTAL						İ	:
DRIVERS SIGNATURE	: Haror	LE Por	CAPA TII	ME IN:	7.00 AHTIME	OUT: _	9:40
DRIVERS COMMENTS:							·
PICK UP COMPLETE?	☐yes ☑n	IO REMA	INING MA	TERIAL:			
TYPE OF MATERIAL		# DRUM			RATES	# TRA	SFORMERS.
Buy O	6	12,000			·		
2022			<u> </u>	1			
SIGNATURE: Den	le Viene	.	TITLE				
COMMENTS:					•	· · · · · · · · · · · · · · · · · · ·	
ARRIVAL CONDITION	S:						
SIGNATURE:		There					
							

GENERATOR MILYON PRINTS

MAN# 151111 CATE RECEIVED: 8-10 85

WHSE#	DATE PROCESSED	ins.#	DATE DISPOSED	METAL#	DATE DISPOSED	CORE & PAPER#	DATE DISPOSED	OIL#	DATE DISPOSED	FINAL DISP.
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PAGE

M.C. ROSE

MANIFEST NO. 14111

MANIFEST DATE 8-19-85

MCR STORAGE DATE 8-19-85

SHIPPER MCR

MATERIAL LOG

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
, (CC) 1 1	58.85	11:12		टब्स् १२२	5-01-86-	·	
Company	5-61-85	JUSI'X		SPY113	が生る方		
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Style F15-6

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	PCB DIVISI	ios				_	9-21-85				
	2459 CHARL	OTTE ST.,	k.C., MG.	64108		CUSTOM	ER: <u>Nchas</u>	Ka Public	femer		
v.	PHONE: 816	5/471-7227		•							
	0100		•	٠		PAGE N	0:16f1				
•	DATE OF ST	rorage	-21-85	•		BULK O	IL INFORMATI	ION Tanker	~~~		•
_	LAB	<u> </u>	r	· · · · · · · · · · · · · · · · · · ·		_	,	-	<u> </u>	 	1
•	COMP.#	LAB DATE	SAMPLER	REAGENT	AROCLOR	PPM	SP. GRAV.	LBS/GAL	GC DATE	REMARKS]
	Comp.#1.	8-21-85	MM	Safe	1260/	285/	0.2784	7.331	8-21-85		
	Comp.#2.							, , ,			
	Comp.#3.		,		- 4						•
	Comp.#4.	28-16-3	·MM	Sales	1260/	304/	0.8786	7.332	8-21-11	1	5894 hallan
•	Comp.#5.				-				1		43,300 IDS
•	TARE WT.	27,900			i						19,636.3 KGMS
	GROSS WT.	T,			,		i				
	TRUCK #	032						·			
	Nut.	43200	·	<u></u>				••		-	•
•	WAREHOUSE	•	•							•	
	MANIFEST	STORAG	E IO. QUAN	TITY S	OVED TO TORAGE TANK	DATE		REMA	RKS		
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Y GRAIN COMPANY - Box 204 - York,	Nebraska 68467 Date 8-20, 1985
9 90 -MILO - WHEAT - CO Gross Test Wt	Price Price Driver: On - Off

S Y GRA	in company - 1 Hose Ches	30x 204 — York, Nebraska 684 7 - NPPD Date	8 20 1985	No
Bonding C. Harring	- MILO	- WHEAT - CORN - BEANS Test Wt. Moisture Dockage Amount		4713

Rose Chemicals PCB Division

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2459 Charlotte Street

			мачез	RTAT, TRA	NSPORT FOR	M	Kan	esas City, Missouri 6410 (816) 471-722
DATE:	8-2	0-85		MAD IN		RIBUTION:		! !
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		braska			h	SALES: FILE:		:
GENERATI	OR STORAGE	DATES: Y	es 🗆 NO	5-21	1-85			:
	USED: Y	(77)	NUMBER OF					:
	11	. ,		LOAD CON		· · · · · · · · · · · · · · · · · · ·		
	DIOW UD	Continu				L # TD1VIN	Crounn	,
MAN #	PICK UP POINT	SECURE TANKER	OIL_	UMS LEAK CAPS	DEBRIS	# LEAKING CAP BOXES	SECURE PALLETS	TRANSFORMERS
01451	YOFK NE	6000 GAL	•					
		·						
TOTAL								
	SICNATIDE	· Alenes	1 = De	123 / TI	ME IN	8 Mag TIME	· (1)	10:50 AN
	COMMENTS:	191206 40	2 10-0	300 4] 11	<u> </u>	7 , 00,77,87		
DKIVERS	COMENTS:							
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PICK UP	COMPLETE?	YES N	O REMA	ining ma	TERIAL:	• * •		
TYPE OF	MATERIAL	· · · · · · · · · · · · · · · · · · ·	# DRUM	S	# 0	RATES	# TRA	NSFORMERS
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COMMENT								
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SIGNATU	RE:	_ vmve	sur-ru				· ·-	· · · · · · · · · · · · · · · · · · ·

GENERATOR MOLLONO PULLON POLLON

MANS 14151

DATE RECEIVED:

8-A1-25

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WHSE#	DATE PROCESSED	INS.#	DATE DISPOSED	METAL#	DATE DISPOSED	CORE & PAPER#	DATE DISPOSED	OIL#	DATE DISPOSED	FINAL DISP. DATE
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PAGE 1

M.C. ROSE

MANIFEST NO. 1451

MANIFEST DATE 8-20-85

MCR STORAGE DATE 8-21-85

SHIPPER MCB

MATERIAL LOG

WAREHOUSE NO.	GENERATOR STORAGE DATE	WEIGHT Kgms	LOCATION	CONTAMINATION LEVEL	OUT OF COMPLIANCE DATE	FINAL DISPOSAL DATE	REMARKS
Caro I	5.91.85	1318 1		ENYVE	5-81-80		
10000# J	5-91-85	48186		304/210	5-81-80		
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A		UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator's l	JS EPA ID No.	Manifest Document No.	2. Page 1		n the shaded areas d by Federal law.
	3.	Generator's Name and Mailing Address Nebraska Public Power West Hwy. 34			01455		nifest Documer	it Number
York, NE B. State Generator's ID 4. Generator's Phone (402) 563-5408 GarvySinclair								
Н		Transporter 1 Company Name	. Garada	6. US EPA ID	Number	C. State Tra	nsporter's ID	
П	_	Rose Chemicals, Inc/PCB DT	J	MCD980633069			ter's Phone (81	6) 732-4117
11	7.	Transporter 2 Company Name		8. US EPA ID I	Number	E. State Tra		
П	9	Designated Facility Name and Site Address		10. US EPA ID I	Number	F. Transport G. State Fac		
	1.	Rose Chemicals, Inc/PCB DI			· .		, 6	
П		500 W. McKissock				H. Facility's		
	┝╌	Holden, NO 64040	······································	MOD980633069	12. Conta	(816)	732 <u>–4117</u> 3. 14.	1.
a	<u> </u>	US DOT Description (Including Proper Ship	ping Name, Haza	ard Class and ID Numb	oer) i i	To	otal Unit antity Wt/Vol	Waste No.
N	a.			•	.	[·		
R		RC 10/4.54 Polychlorinated	l Biphenvl	S OFM-E UNI-23	15 /	17/63	300 G	}
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R								-
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	J.,	Additional Descriptions for Materials Listed	Above み)M/火	ATIST C	1/2	K. Handling (Codes for Waste	es Listed Above
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		Additional Descriptions for Materials Listed INE A. PCB CONT BULK 01 G. S. D.	5-21	-85		-	•	
	15.	Special Handling Instructions and Addition	al Information					
	l	•						
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				, <i>i</i>				
	16.	GENERATOR'S CERTIFICATION: I herebabove by proper shipping name and are cla						
		transport by highway according to applical	ole international	and national governm	ental regulations.	, , , ,		Date
	Г	Printed/Typed Name		Signature	, , ,		•	Month Day Year
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P	<u>'''</u>	Transporter 1 Acknowledgement of Receiptions Printed/Typed Name	ot of Materials	Signature		<u> </u>	 .	Month Day Year
(X S)	R	ese Chemicals. Inc/PCR DIV	•	Have	4 5 12	uson	d	18123185
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 726 MINNESOTA AVENUE KANSAS CITY, KANSAS 66101

October 8, 1986

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. L.J. Cooper Environmental Manager Nebraska Public Power District 1414 15th Street Columbus, Nebraska 68601

Re: Martha C. Rose Chemicals, Inc. Site Holden, Missouri

Dear Mr. Cooper:

The United States Environmental Protection Agency (EPA) has expended public funds to investigate and respond to releases and threatened releases of hazardous substances at the above referenced site. The EPA may spend additional public funds to further investigate and take corrective action for the control of such releases and threatened releases of hazardous substances at the above referenced site, unless EPA determines that responsible parties will properly perform such actions. Any EPA actions taken will be pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (CERCLA).

Under Sections 106(a) and 107(a) of CERCLA and other laws, responsible parties may be obligated to implement any response action as determined to be necessary by EPA and may also be liable for all costs incurred by the government in responding to any release or threatened release at the site. Such costs can include, but are not limited to, expenditures for investigation, planning, clean-up of the site and enforcement. By this letter, EPA notifies the Nebraska Public Power District (NPPD) of its potential liability with regard to this matter and encourages NPPD to undertake clean-up activities as will be overseen by EPA.

Responsible parties under Section 107(a) of CERCLA include current and past owners and operators, as well as persons who arranged for the transport, treatment, or disposal of hazardous substances. Based on site records, including shipping records, EPA has information indicating that NPPD may be a responsible

party. More specifically, the Agency has reason to believe that NPPD did, by contract, agreement, or otherwise, arrange for the disposal, treatment, or transportation for disposal or treatment of polychlorinated biphenyls (PCBs) at the Martha C. Rose Chemicals, Inc. facility located at 500 West McKissock, Holden, Missouri (Facility).

EPA has determined that a release of hazardous substances, as defined by Section 104(14) of CERCLA, has occurred at the Facility and that there is a substantial threat of further releases of hazardous substances at the Facility. At the present time, PCBs are the hazardous substances of concern at the site that are endangering and threatening to endanger the public health or welfare or the environment. Releases of PCBs have occurred at the site causing the contamination of soils and sediments. The manner in which PCBs and PCB items are stored or otherwise located at the Facility and the abandonment of the site by Martha C. Rose Chemicals, Inc. (Rose, Inc.) creates the potential for further releases of PCBs through spills, and the subsequent air transport of PCB contaminated dust, precipitation runoff from contaminated areas and percolation to groundwater.

On or about March 1, 1986, Rose, Inc. ceased operations at its Facility and virtually abandoned the site leaving behind millions of pounds of PCBs and PCB items. Upon notification of Rose, Inc.'s intent to abandon the site, several entities who had sent PCBs to the Facility for disposal formed the Rose Chemical Steering Committee (the "Committee") to actively seek a solution to the environmental problems at the site. The EPA is currently discussing the implementation of appropriate response actions at the site with representatives of the Committee. Committee members, through contracts with Clean Sites, Inc., have undertaken certain response actions to secure and stabilize the site, including; constructing a chain link security fence around the Facility, providing twenty-four (24) hour security-guard services, securing reactive chemicals on-site, draining and containerizing several open pits of liquids located within the Facility, collecting miscellaneous drums and debris that were scattered around the site, inventoring and inspecting all bulk storage tanks, and initiating preliminary surface soil, sludge and air sampling It is EPA's expectation that the Committee members will soon initiate and complete a detailed inventory of all PCBs and PCB items at the Facility. While the inventory is being conducted, EPA expects to begin discussions with the Committee members on further response actions at the site including investigations

to define the nature and extent of soil and other contamination at the site and removal and disposal of all PCBs and PCB items. If required response activities are not implemented by the members of the Committee and/or by NPPD in a timely manner, EPA will consider use of public funds to conduct such activities.

By this letter, EPA is seeking to determine whether or not NPPD will voluntarily undertake and/or participate in appropriate response actions at the site. NPPD should notify EPA, in writing, within fourteen (14) calendar days from the receipt of this letter of its commitment to participate in the negotiations and site clean-up process. Failure to respond in the required time will be the basis for EPA's determination that NPPD declines any participation in the clean-up of the site. EPA will then proceed with its discussions with other participating potentially responsible parties for complete clean-up of the site and consider use of its enforcement options against NPPD.

NPPD's letter to EPA should indicate the appropriate name, address, and telephone number for further contact. If NPPD is already involved in discussions with state or local authorities, engaged in voluntary action, or involved in a lawsuit regarding this site, NPPD should continue such activities as it deems necessary. This letter should not be interpreted as advising or directing NPPD to restrict or discontinue any such activities. However, the status of those discussions or that action should be reported in your response to EPA. If NPPD is a member of the Committee, the response to this letter should so indicate. The response to this letter should be sent to:

J. Scott Pemberton
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
726 Minnesota Avenue
Kansas City, Kansas 66101

If you need further information, please contact Mr. Pemberton at (913) 236-2809.

EPA would like to encourage good faith negotiations in this matter between NPPD and the Agency, and encourages OPPD to participate in the clean-up of the site through the Committee. The names of the other potentially responsible parties may be revealed if NPPD specifically requests such information in writing, so that meaningful discussions with the other potentially responsible parties regarding clean-up efforts can be scheduled.

The factual and legal discussions contained in this letter are intended solely for notification and information purposes. They are not intended to be and can not be relied upon as a final Agency position on any matter set forth herein.

Due to the seriousness of the problem at this site and the attendant legal ramifications, the Agency strongly encourages NPPD to submit a written response within the time frame specified herein. We hope that you will give these matters your immediate attention.

Sincerely yours,

- Morris Kay

Regional Administrator

Region VII

cc: Jene L. Robinson (Chairman Rose Chemical Steering Committee) 500 South 27th Street Decatur, Illinois 62525



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 726 MINNESOTA AVENUE KANSAS CITY, KANSAS 66101

CERTIFIED MAIL RETURN RECEIPT REQUESTED

November 13, 1986

L. John Cooper
Environmental Manager
Nebraska Public Power District
1414 - 15th Street
P.O. Box 499
Columbus, Nebraska 68601

Re: Martha C. Rose Chemicals, Inc. Site

Dear Mr. Cooper:

The United States Environmental Protection Agency (EPA) presently has information indicating that the Nebraska Public Power District (the Utility) did by contract, agreement, or otherwise, arrange for the disposal, treatment, or transportation for disposal or treatment of polychlorinated biphenyls (PCBs) at the Martha C. Rose Chemicals, Inc. facility located at 500 West McKissock, Holden, Missouri (Facility).

Accordingly, the EPA is seeking to obtain certain information relating to the above referenced site, from the Utility for the purpose of enforcing the appropriate provisions of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. (CERCLA). In addition, EPA is seeking information to assist the Agency in determining the need for a response to a release or threat of a release of hazardous substances at the subject site.

Under the provisions of Section 104 of CERCLA, 42 U.S.C. § 9604, the President, and by delegations the Administrator and Regional Administrators of EPA, and the undersigned have the authority to require the Utility to furnish information relating to the generation, treatment, storage, disposal or transportation of hazardous substances. Pursuant to this statutory provision, the Utility is hereby requested to respond to the following which concerns PCBs and PCB items, as defined in 40 C.F.R § 761.3, that the Utility did by contract or other agreement arrange with either Martha C. Rose Chemicals, Inc. (Rose, Inc.) or with a transporter/broker, for the disposal or treatment of such PCBs and PCB items by

Rose, Inc. For each shipment of PCBs and/or PCB items for disposal and/or treatment by Rose, Inc., identify:

- 1. The date of shipment and all manifest/invoice numbers pertaining thereto;
- 2. The transporter/broker who transported and/or arranged for the shipment to Rose, Inc.;
- 3. The type and quantity of PCB items shipped [i.e., capacitors, transformers, fifty-five (55) gallon drums, bulk containers];
- 4. The amounts of PCBs and PCB items shipped (in gallons and pounds or kilograms);
- 5. The type and quantity of PCB items, if any, that were drained prior to shipment if the PCBs were disposed of or treated at an alternate facility (other than Rose, Inc.);
- The concentration of PCBs if contained in transformers and bulk containers, including fifty-five (55) gallon drums;
- 7. The dates when said PCBs or PCB items were removed from service and placed into storage for disposal;
- 8. Each facility (name and location) that the PCBs and PCB items were in service, in storage for disposal, or otherwise located prior to being transported to Rose, Inc. (if applicable, include other companies and their facilities);
- 9. The amount of money paid to Rose, Inc. for the disposal and/or treatment of said PCBs and/or PCB items;
- 10. The amount of money paid to the transporter/broker (if other than Rose, Inc.) for the disposal and/or treatment of said PCBs and/or PCB items by Rose, Inc.; and
- 11. Any and all certificates of disposal and/or processing or similar notifications provided to the Utility by Rose, Inc., or by other transporters/brokers that pertain to PCBs and PCB items disposed of or treated by Rose, Inc.

In responding to the above, the Utility may provide information requested in 1 through 6 by utilizing the attached form which has been provided for your convenience.

In addition, please provide copies of all manifests, invoices, certificates of disposal and/or processing, and PCB annual reports (required by 40 C.F.R. § 761.180) that pertain to each shipment of PCBs and/or PCB items for disposal and/or treatment by Rose, Inc., and copies of all cancelled checks (front and back) relating to the responses to 9 and 10, above. Also, provide copies of all correspondence from Environmental Technologies, Inc. that the Utility received and that concerned conditions at the site.

In responding to this request for information, please describe the types of records that were maintained by the Utility of the transactions with the Martha C. Rose Chemicals, Inc. site including the current location of the records and the current custodian, and all efforts that were taken to identify these records. If, in answering any of the above questions, information was obtained through employee interviews, indicate so in your letter and provide the names of the employees interviewed. Pursuant to Section 103(d)(2) of CERCLA, it is unlawful for any person knowingly to destroy, mutilate, erase, dispose of, conceal, or otherwise render unavailable or unreadable or falsify any records.

If the Utility was or is insured for any damages resulting from the release of hazardous wastes and/or hazardous substances, please inform us of the existence of such insurance and provide us with copies of all insurance policies in effect during the period of January 1982 to the present.

The Utility may assert a business confidentiality claim covering part or all of the information submitted pursuant to this letter in the manner set forth in 40 C.F.R § 2.203(b). If EPA determines that the information so designated meets the criteria set forth in 40 C.F.R. § 2.203, the information covered by such a claim will be disclosed by EPA only to the extent, and by means of the procedures, specified in 40 C.F.R. Part 2, Subpart B (1986). If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice.

The Utility's response to this request for information must be received by EPA within twenty-one (21) calendar days of your receipt of this letter. The response should be sent to:

J. Scott Pemberton Assistant Regional Counsel Office of Regional Counsel U.S. Environmental Protection Agency 726 Minnesota Avenue Kansas City, Kansas 66101 If you have any questions regarding this letter, please contact Mr. Pemberton at (913) 236-2809 or Mr. Steven Kinser at (913) 236-2856.

Sincerely yours,

Waste Mangement Division

Enclosure

cc: Robert A. Green
Office of the General Counsel

28 Form	SENDER:	Complete items 1, 2, and 3. Add your address & the "RETURN TO" space on reverse.
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L. John Cooper
Environmental Manager
Nebraska Public Power District
1414 - 15th Street
P.O. Box 499
Columbus, Nebraska 68601

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L. John Cooper
Environmental Manager
Nebraska Public Power District
1414 - 15th Street
P.O. Box 499
Columbus, Nebraska 68601



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 726 MINNESOTA AVENUE KANSAS CITY, KANSAS 66101

MAY 7 1987.

L. John Cooper Environmental Manager Nebraska Public Power District 1414 15th St., P.O. Box 499 Columbus, Nebraska 68601

Re: Martha C. Rose Chemicals, Inc.

Dear Mr. Cooper:

Pursuant to your request, enclosed is a preliminary list of potentially responsible parties relating to the above-referenced site.

Sincerely,

J. Scott Pemberton

Assistant Regional Counsel

encl.

JUN 2 2 1988

Mr. L. John Cooper Environmental Manager Nebraska Public Power District 1414 15th Street P.O. Box 499 Columbus, Nebraska 68601

Re: Martha C. Rose Chemicals, Inc. Site Holden, Missouri

Dear Mr. Cooper:

Under the Administrative Order on Consent (AOC) between the U.S. Environmental Protection Agency (EPA) and members of the Rose Chemicals Steering Committee (RCSC), the members of the RCSC agreed to properly remove and dispose of virtually all PCBs and PCB-contaminated items at the above-referenced site and to conduct a remedial investigation/feasibility study (RI/FS).

In accordance with Article VI.S. of the AOC, the RCSC has provided EPA on a monthly basis comprehensive lists of all potentially responsible parties (PRPs) who are participating and are not participating in the site clean-up process. The most recent report to EPA, dated May 15, 1988, identifies Nebraska Public Power District (NPPD) as a non-participating party.

By this letter, EPA requests NPPD inform EPA in writing whether or not NPPD intends to participate in the site clean-up process by accepting either the Buy-Out or the Consent Party offers that were sent to NPPD by the RCSC in late April or early May, 1988. If NPPD rejects or otherwise fails to accept either offer, both the RCSC and EPA will consider NPPD to be a non-participant in the site clean-up. If NPPD rejects or fails to accept either offer, EPA requests an explanation as to why NPPD declines to participate in the site clean-up process.

The EPA recognizes and appreciates the RCSC's efforts to date in accepting its responsibilities under the law and addressing the adverse environmental problems that exist at the site. In recognition of this effort EPA and the RCSC negotiated a provision in the AOC, Article VI.N.5., whereby EPA has committed to use its best efforts to recover its response costs

CONCURRENCES								
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SURNAME	05-6	SÉK						
DATE	6-20-84	6-22-80						

(excluding RI/FS oversight costs) from those entities who are identified as non-participating PRPs under Article VI.S. of the AOC. This committment on behalf of EPA will be triggered if a certain level of participation is not reached through the Buy-Out and Consent Party offers. To date, the level of participation is such that EPA will initially seek its response costs solely from the non-participating PRPs. It is estimated that by the time final response actions are taken at the site, the Federal government's response costs will approach or exceed \$1,000,000.

Your response to this letter is requested by July 15, 1988. If you have any questions, please contact me at (913) 236-2809.

Sincerely yours,

J. Scott Pemberton
Assistant Regional Counsel

cc: Gene Robinson, RCSC Sheldon Zabel, Esq., RCSC



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII 726 MINNESOTA AVENUE KANSAS CITY, KANSAS 66101

January 18, 1989

Mr. L. John Cooper, Environmental Manager Nebraska Public Power District 1414 15th St., P.O. Box 499 Columbus, Nebraska 68601

Re: Martha C. Rose Chemicals Site Cleanup Holden, Missouri

Dear Mr. Cooper:

This letter is to advise Nebraska Public Power District that the Rose Chemicals Steering Committee (RCSC) has provided notification to the United States Environmental Protection Agency (EPA) identifying Nebraska Public Power District as a non-participating party in the above-referenced matter. Under the Administrative Order on Consent (Docket No. 87-F-0007) issued by EPA, members of the RCSC committed themselves to initiate and complete the removal of substantially all PCBs and PCB items from the Holden, Missouri site to EPA-authorized disposal facilities, and to conduct a remedial investigation and feasibility study to determine the appropriate remedial actions necessary for final site cleanup. The notification referred to above is required by Article VI.S. of the Order on Consent. As part of its agreement with the RCSC, as set out in Article VI.N.5. of the Order on Consent, EPA will seek to recover its past response costs from those entities that have been identified as non-participating parties by the RCSC.

It is anticipated that the process for the recovery of the government's response costs will begin in the next thirty (30) to sixty (60) days with the issuance of a letter to each non-participating party demanding full payment of all EPA response costs, which may exceed \$1,000,000. Each non-participating party is considered to be jointly and severally liable for the subject response costs. If EPA's cost are not paid in full, this matter will be referred to the U.S. Department of Justice for initiation of a cost recovery action under appropriate provisions of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

The subject matter of this letter and any action taken by EPA to recover its response costs shall not be construed as relieving Nebraska Public Power District of any liability that may exist, either to the RCSC for site cleanup costs or to EPA for costs that may be incurred in the future with respect to the site.

If participation in the RCSC's efforts is anticipated by Nebraska Public Power District, EPA encourages that process to be completed in an expeditious manner. If you have any questions regarding this matter, please contact me at (913) 236-2809.

Sincerely,

J. Scott Pemberton Assistant Regional Counsel

Nebraska Public Power District

GENERAL OFFICE P.O. BOX 499, COLUMBUS, NEBRASKA 68601-0499 TELEPHONE (402) 564-8561

December 5, 1986

PRIVILEGED & CONFIDENTIAL Do Not Copy

J. Scott Pemberton Assistant Regional Counsel Office of Regional Counsel U.S. Environmental Protection Agency 726 Minnesota Avenue Kansas City, KS 66101

Re: Martha C. Rose Chemicals, Inc. Site

Dear Mr. Pemberton:

By letter dated November 13, 1986 (the Notice Letter), the United States Environmental Protection Agency Region VII (EPA) notified Nebraska Public Power District (NPPD) that it was being required by EPA to furnish information regarding its contracts, agreements or other arrangements for the disposal, treatment, or transportation for disposal or treatment of polychlorinated biphenyls (PCBs) at the Martha C. Rose Chemicals, Inc. (Rose) facility located at 500 West McKissock, Holden, Missouri (the Facility). This letter is written on behalf of NPPD and, together with the four attachments submitted herewith (demoninated as Attachments A, B, C and D), constitutes NPPD's response to EPA's Notice Letter.

Page 2 of the Notice Letter sets forth eleven (11) separately numbered paragraphs of information to be identified for each shipment of PCBs and/or PCB items for disposal and/or treatment by Rose. The information requested in those paragraphs is set forth in the summary sheets at Tab 1 of Attachment A accompanying this letter.

The first (unnumbered) paragraph on page 3 of the Notice Letter requests the following:

In addition, please provide copies of all manifests, invoices, certificates of disposal and/or processing, and PCB annual reports (required by 40 C.F.R. §761.180) that pertain to each shipment of PCBs and/or PCB items for disposal and/or treatment by Rose, Inc., and copies of all cancelled checks (front and back) relating to the responses to 9 and 10, above. Also, provide copies of all correspondence from Environmental Technologies, Inc. [herein ETI] that [NPPD] received and that concerned conditions at the site.

The requested documents are submitted in the Attachments accompanying this letter as follows:

RECEIVED

11-1; 118 1986

U-00967

Type	of Document	Attachment
(1)	Manifests	Α
(2)	Invoices	Α .
(3)	Certificates of disposal and/or processing	А
(4)	Annual reports	В
(5)	Cancelled checks	A
(6)	Correspondence from ETI	С

The second (unnumbered) paragraph on page 3 of the Notice Letter requests the following:

In responding to this request for information, please describe the types of records that were maintained by [NPPD] of the transactions with [Rose] including the current location of the records and the current custodian, and all efforts that were taken to identify these records. If, in answering any of the above questions, information was obtained through employee interviews, indicate so in your letter and provide the names of the employees interviewed.

Types of NPPD records, together with their current location and custodian, are as follows:

- 1. Request for Quotations, located at NPPD's General Office, P.O. Box 499, 1414 15th Street, Columbus, Nebraska 68601 (hereinafter the General Office), in the custody of NPPD's Purchasing Department.
- Contracts, each including NPPD's Purchase Order, Rose's Customer Agreement, and related documents incorporated therewith, located at NPPD's General Office, in the custody of NPPD's Purchasing Department.
- 3. Shipping records regarding shipments from NPPD to Rose, including manifests, weight tickets and similar documents, located at NPPD's Operations Center, P.O. Box 608, West Highway 34, York, Nebraska 68467 (hereinafter the Operations Center), in the custody of NPPD's Operations Engineering Manager.
- 4. Bills of Lading regarding shipments from Rose to NPPD, located at NPPD's Gerald Gentleman Station, P.O. Box 68, Sutherland, Nebraska 69165, in the custody of the Station Manager.
- 5. Billing and payment records, including (a) invoices and received reports, and (b) microfilm copies of cancelled checks, located at

J. Scott Pemberton December 5, 1986 Page 3

> NPPD's General Office, in the custody of (a) NPPD's Accounting Department, and (b) NPPD's Treasury Department.

6. Miscellaneous contract and administration records, including (a) correspondence and notes of telephone conversations with Rose and similar documents, and (b) correspondence and notes of telephone conversations with EPA and similar documents, located at NPPD's General Office, in the custody of (a) NPPD's Purchasing Department, and (b) NPPD's Environmental Department.

NPPD employees "interviewed" for the purpose of locating and/or identifying documents and/or obtaining information in responding to questions and requests made in EPA's Notice Letter are as follows: N. Ahmad; W. G. Belgum; E. J. Blake; L. J. Cooper; G. W. Dierberger; C. M. Fastenau; J. F. Fernau; H. E. Heath; T. L. Kennedy; R. T. Loveless; W. R. Luhring; D. D. Marsh; L. E. Moore; D. L. Niemann; K. S. Radcliff; M. E. Schmidt; G. D. Sinclair; E. N. Sloth; T. L. Warth; B. E. Wendland; and P. R. Wieser.

The third (unnumbered) paragraph on page 3 of the Notice Letter requests the following:

If [NPPD] was or is insured for any damages resulting from the release of hazardous wastes and/or hazardous substances, please inform us of the existence of such insurance and provide us with copies of all insurance policies in effect during the period of January 1982 to the present.

NPPD believes that it was, is or might be insured for some part or all damages as described pursuant to the provisions of one or more of six (6) separate policies of insurance in effect during the period of January 1982 to present, copies of which policies accompany this letter at Attachment D.

Please be advised that pursuant to 40 C.F.R. §2.203(b) NPPD hereby asserts a business confidentiality claim covering (1) this letter, (2) the PCB annual reports contained in Attachment B, and (3) the insurance policies contained in Attachment D. Each of the identified items is separately stamped to facilitate identification and appropriate handling of the same by EPA.

Sincerely,

John Cooper

Environmental Manager

/rh Attach.

cc: R. A. Green w/o enc. File OB100 w/o enc.



Nebraska Public Power District

OFFICE OF THE GENERAL COUNSEL P.O. BOX 499, COLUMBUS, NEBRASKA 68601 Tele: (402) 563-5568 or 563-5401

GENE D. WATSON
GENERAL COUNSEL
JOHN R. MCPHAIL
ASSISTANT GENERAL COUNSEL
JOHN C. MCCLURE
ROBERT A. GREEN
ATTORNEYS

October 22, 1986

J. Scott Pemberton Assistant Regional Counsel Office of Regional Counsel U.S. Environmental Protection Agency 726 Minnesota Avenue Kansas City, KS 66101

Re: Martha C. Rose Chemicals, Inc. Site Holden, Missouri

Dear Mr. Pemberton:

By letter dated October 8, 1986, the United States Environmental Protection Agency Region VII (the Agency) notified Nebraska Public Power District (NPPD) of its potential liability for undertaking and/or participating in appropriate response actions and for costs incurred by the government in doing the same with respect to releases or threatened releases of PCB's at the Martha C. Rose Chemicals, Inc. facility in Holden, Missouri (the Site). This letter is written on behalf of NPPD and constitutes its requested response to that letter.

NPPD is committed to participating in an approach to the Site clean-up process that will reasonably and fairly determine and discharge NPPD's legal obligations, if any, for the same. NPPD appreciates the Agency's letter as the first step in what NPPD hopes will be a constructive process toward that end.

NPPD is not at this time involved with any state or local authority engaged in voluntary actions or in any lawsuit regarding the Site. NPPD is not a member of the Rose Chemicals Steering Committee, but has recently been invited to join that group, and is generally familiar with its formation and some of the activities carried out to date by the group and its contractor, Clean Sites, Inc. NPPD has been and intends to continue seeking information from the group and otherwise evaluating whether NPPD can participate with the group on an equitable basis.

Pursuant to the Agency's letter, NPPD specifically requests from the Agency a list of the names of the other potentially responsible parties and, if different, a list of the names of those parties to whom the Agency has sent letters similar to that sent to NPPD.

RECEIVED

U-00970 OCT 24 1986

EPA-CNSL

J. Scott Pemberton October 22, 1986 Page 2

NPPD looks forward to working with the Agency, the Rose Chemicals Steering Committee and/or other responsible parties willing to determine effective, efficient and equitable solutions to the Site clean-up process. Future Agency contact with NPPD in connection with this matter can be directed to the following:

L. John Cooper Environmental Manager Nebraska Public Power District 1414 15th Street P.O. Box 499 Columbus, NE 68601 (402) 563-5333

Sincerely,

Robert A. Green

Robert O Heard

/rh



Nebraska Public Power District

OFFICE OF THE GENERAL COUNSEL P.O. BOX 499, COLUMBUS, NEBRASKA 68801 Tele: (402) 563-5568 or 563-5401

GENE D. WATSON GENERAL COUNSEL

July 15, 1988

JOHN C. McCLURE ROBERT A. GREEN BONNIE J. HOSTETLER DAVID G. DALES ATTORNEYS

J. Scott Pemberton, Esq.
Assistant Regional Counsel
United States Environmental Protection
Agency, Region VII
726 Minnesota Avenue
Kansas City, KS 66101

PEGELVED

JUL 18/1988

EPA-CNSU-CERCUS

Re: Martha C. Rose Chemicals, Inc. Site, Holden, Missouri

Dear Mr. Pemberton:

This letter is written on behalf of Nebraska Public Power District (NPPD) in response to yours of June 22 addressed to L. John Cooper, and in furtherance of our telephone conversation of July 7th, regarding NPPD's efforts to participate with the members of the Rose Chemicals Steering Committee (the Committee) in the cleanup process concerning the above-referenced site.

NPPD has this date forwarded to the Committee our check in the amount of \$1,051,073.28, accompanied by a letter setting forth what NPPD believes to be a reasonable basis for our participating with the Committee's efforts to clean up the site. A copy of that letter is enclosed here for your reference.

Although the amount of the payment we have tendered to the Committee is based upon projections and calculations furnished to us by the Committee, it is not known whether the Committee will accept NPPD's Committee has contribution. The demonstrated an unwillingness to negotiate with NPPD to develop a reasonable basis for our participation, preferring instead to insist contributing to their our efforts pursuant provisions agreements containing which deem unreasonable. A brief summary of those dealings is set forth below, including a discussion of the documents recently sent to us by the Committee identified in your June 22 letter.

In March of 1987 you wrote to NPPD asking about the status of arrangements between NPPD and the Committee for NPPD to become a member of the Committee. By letter dated March 25, 1987, we responded to your inquiry and explained in some detail why we found membership conditions insisted upon by the Committee to be unacceptable. We also provided you with a copy of the letter we sent to the Committee at that time in which, among other things, we outlined a proposed alternative basis for NPPD's participating with the Committee's efforts. Copies of those letters are enclosed here for your reference.

NPPD later prepared a form of agreement to implement our proposal and submitted it to the Committee on July 2, 1987. The Committee rejected NPPD's proposal for the stated reason that the Committee preferred not to have NPPD participate pursuant to a "formal" document of the type we had submitted, but pursuant to a more informal letter-type agreement. Therefore, NPPD prepared and proposed to participate with the Committee's activities pursuant to a letter-type agreement, which we forwarded to the Committee for its consideration on September 17, 1987. Copies of those two proposals and their cover letters are also enclosed for your reference.

Ultimately, in January 1988, we were told that the Committee was rejecting our proposed letter-type agreement in favor of developing alternative "Buyout/Consent Party" agreements to facilitate the participation of non-Committee PRPs, including NPPD. Those are the alternative documents referenced in your June 22 letter.

The Committee's alternative proposals were received by NPPD in late April 1988. The Buyout Option was not offered to NPPD. Instead we received proposals which call for NPPD to either become a member of the Committee or execute a Consent Party Agreement.

As you know, these proposals were drafted by the Committee and have been submitted to PRPs by the Committee on a take-it-or-leave-it basis. Unfortunately, as has been the case in the past, the Committee continues to insist on NPPD's participating pursuant to agreements which contain provisions we deem to be unreasonable.

NPPD's objections to the conditions attached to Committee membership are explained in detail in our letter to the Committee of March 25, 1987. Those conditions have not changed in any meaningful way. Accordingly, for the reasons set forth in our earlier letter, NPPD declines to consider membership on the Committee at this time.

The Consent Party Agreement offered by the Committee also contains provisions we find to be unreasonable. For instance, as we discussed the other day, section 7 of that agreement provides for a Consent Party to waive its right to assert any claim against the Committee members for any costs or liabilities arising out of cleanup activities at the site, and section 10 provides that the waiver shall continue even if the Committee members are later unable or "unwilling" to continue their cleanup activities. This provision of section 10 is not reciprocal, that is, the Committee members retain their right to assert claims against Consent Parties arising out of the cleanup even if the Committee members are unwilling to go forward with the cleanup.

The overreaching nature of that provision requires no elaboration. It is my understanding that other PRPS have

articulated to you their similar disapproval of this, and perhaps other, provisions of the Consent Party Agreement. Because of that provision, and others, NPPD also declines to execute the Consent Party Agreement at this time.

Notwithstanding the Committee's history of not negotiating with NPPD to develop a reasonable basis for our participation, NPPD has been, and continues to be, willing to participate with the Committee in cooperative efforts to clean up the site. In that spirit, we have tendered our payment to the Committee in an effort to achieve that end.

Sincerely,

Rebeir a Head

Robert A. Green

/rh Enc.

Nebraska Public Power District

GENERAL OFFICE P.O. BOX 499, COLUMBUS, NEBRASKA 68601-0499 TELEPHONE (402) 564-8561

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Jene L. Robinson Chairman, Rose Chemicals Steering Committee Environmental Affairs Department A-17 Illinois Power Company 500 South 27th Street Decatur, Illinois 62525

Re: Martha C. Rose Chemicals, Inc. Site, Holden, Missouri (the Site)

Dear Mr. Robinson:

Reference is made to your letter of April 20, 1988, in which you state that the Rose Chemicals Steering Committee currently estimates the total cleanup cost for the Site to be \$35,400,000.00, or \$1.53 per pound, for all materials sent to the Site during its operating life, and in which it is proposed that NPPD participate with the Committee's activities by becoming a member of the Committee, or by executing a Consent Party Agreement. NPPD respectfully declines Committee membership or Consent Party status, but is willing to participate with the Committee's activities on the basis set forth in this letter.

By letter dated March 25, 1987, NPPD explained in detail its reasons for declining to become a Committee member at that time. We do not consider it productive to reiterate that explanation here. Instead, it is sufficient to note that the proposed terms and conditions for membership on the Committee have not changed significantly since that time. Accordingly, for the reasons set forth in our earlier letter, we again decline the Committee's proposal for NPPD to become a member.

Regarding the Consent Party Agreement, NPPD's objections include the following:

- 1.: Section 7 of the agreement provides for a Consent Party to waive its right to assert any claim against Committee members for any costs or liabilities arising out of cleanup activities at the Site, and section 10 provides that this waiver shall continue even if Committee members are later "unwilling to continue cleanup activities." This provision of section 10 is not reciprocal, so that Committee members retain their right to assert claims against Consent Parties even if the Committee members later abandon their cleanup activities. This is unreasonable and not acceptable to NPPD.
- 2. The agreement would obligate a Consent Party to make any additional monetary contributions that the Committee members might in their discretion demand at any time in the future. Such an open-ended financial obligation, which could include costs for activities not appropriately within the scope of cleanup activities, is also unreasonable and not acceptable.

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Mr. Jene L. Robinson July 15, 1988 Page 2

Notwithstanding the above, NPPD shares the Committee members' belief that our mutual interest in seeing an environmentally acceptable and legally appropriate remedy selected for the Site, and in bringing about a fair apportionment of costs among PRPs, may best be served by cooperative efforts of the Committee members and other PRPs. Accordingly, in contribution to the Committee's efforts to clean up the Site, enclosed is NPPD's check in the amount of \$1,051,073.28, which is \$1.53 times 686,976 pounds, the number of pounds of material reflected as having been sent to Rose by NPPD on Clean Sites' April 6, 1988 "Waste-In Company Ranking Report." The following paragraphs set forth the basis upon which this contribution is made.

The enclosed funds are being contributed by NPPD with the understanding that they will be used by the Committee only to pay NPPD's appropriate share of the reasonable costs incurred by or on behalf of the Committee in conducting investigations and other response actions in connection with the Site in a cost effective manner that protects human health and the environment and is consistent with applicable laws and regulations.

NPPD has previously received a number of mailings from the Committee providing information concerning the Site and the Committee's activities. We assume that the Committee will continue to furnish NPPD with information prepared by or for the Committee necessary to keep NPPD abreast of developments relating to the Site and the Committee's activities, including information concerning the Committee members' negotiations with EPA and others, and including financial accountings and reports concerning costs incurred or proposed to be incurred by the Committee. We also expect that NPPD will be afforded the opportunity to execute any future agreements negotiated between the Steering Committee members and EPA, the State of Missouri and/or others which settle legal liabilities at the Site, and that NPPD will be identified to EPA by the Committee as a participating potentially responsible party pursuant to Article VI.S.1.A or B of the Administrative Order on Consent entered into between Committee members and EPA on October 29, 1987, and any appropriate future orders, decrees or agreements.

NPPD understands that additional contributions may be requested by the Committee in the future. By making the enclosed contribution, NPPD does not obligate itself to make any additional contributions. Such future requests for contributions will be evaluated by NPPD as and when received. We expect that all financial contributions made at any time by NPPD to the Committee will be taken into account by the Committee and each of its members in connection with any claim or proceeding to apportion costs or liabilities related to the Site.

It is understood that NPPD's payments to or participation in any activities of the Committee will not constitute or be used by the Committee, its members, or any other person as evidence of any admission by NPPD of any law or fact, and that they will not constitute or be construed as an admission by NPPD of any liability under any federal, state or local laws, rules, regulations or ordinances, or as an admission that NPPD is in violation or has ever violated any such laws, rules, regulations or ordinances.

Mr. Jene L. Robinson July 15, 1988 Page 3

Finally, it is understood that the Committee and its members are not agents, employees or representatives of NPPD. NPPD's contributions to the Committee do not constitute a ratification or acceptance by NPPD of any agreement or obligation at any time entered into or undertaken by the Committee or any of its members. NPPD reserves to itself the exclusive right in its sole discretion to enter into or undertake, or to refuse to enter into or undertake, any such agreement or obligation, and NPPD shall not become a party to or be obligated under any such agreement or obligation without its express written approval. By making the enclosed contribution, no relationship, direct or indirect, between NPPD and any contractor retained by the Committee or its members is created.

We look forward to working with the Committee members toward our mutual goal of concluding and fairly apportioning the liabilities for an efficient, effective and reasonable cleanup of the Site in accordance with applicable laws and regulations.

Sincerely,

Don E. Schaufelberger President and CFD

/rh

Enc.

cc: J. Scott Pemberton w/o enc.

J. Scott Pemberton
Assistant Regional Counsel
United States Environmental Protection
Agency, Region VII
726 Minnesota Avenue
Kansas City, KS 66101

Re: Martha C. Rose Chemicals, Inc. Site

Dear Mr. Pemberton:

This letter is written on behalf of Nebraska Public Power District (NPPD) in response to yours of March 10 addressed to L. John Cooper regarding negotiations between NPPD and the Rose Chemicals Steering Committee (Committee) for certain unidentified "contracts and agreements providing for arrangements leading to a clean-up of the site."

We appreciate your letter as an effort by the Agency to help prod the process by which the Committee expects to undertake response actions at the site and, in particular, we appreciate your observation that the Agency expects "all significant contributors of PCBs at the site to participate in site clean-up through the Committee's efforts." We hope that goal is not lost on the Committee. NPPD stands ready to participate with the Committee in response activities pursuant to arrangements apportioning responsibilities on a reasonable basis. NPPD will not, however, accept arbitrary Committee ultimatums or participate on the basis of agreements which would impose unreasonable terms and conditions on NPPD.

Your letter references "all necessary internal agreements" by which NPPD might become a member of the Committee. There are two such agreements developed to date, one being a contract between certain PRPs and a company named Clean Sites, Inc. (CSI), the other being a recently developed Agreement Among Potentially Responsible Parties At The Martha C. Rose Chemicals, Inc. Site (PRP Agreement). The following is provided as a brief overview of NPPD's perception of the "negotiations" to date regarding those agreements, and our reasons for declining to execute them.

On May 8, 1986, representatives of NPPD attended an informal meeting in St. Louis arranged by Illinois Power Company, at which it was announced that fifteen entities were forming themselves into a steering committee to investigate possible response actions that might be undertaken on behalf of generator-PRPs at the Rose Chemical facility in Holden, Missouri. Fourteen

J. Scott Pemberton March 25, 1987 Page 2

of those entities had previously identified themselves as "major contributors" of PCBs to the site, apparently based on information provided to the Agency by Rose. Thereafter, these entities prepared a charter identifying themselves as the Rose Chemicals Steering Committee.

NPPD received mailings from the Committee during the next couple months in which the Committee announced its formation, described its goals, and summarized and updated its activities. These mailings indicated that the Committee had retained CSI to perform certain "coalescing and administrative" activities for the Committee. They also requested PRPs to contribute funds for the Committee's activities: \$200 from small quantity generators, \$6,000 from large quantity generators on the Committee. NPPD received an invoice for \$200.

Then, by letter dated September 9, 1986, NPPD was requested to attend a meeting in Kansas City at which NPPD would be briefed on events relating to the site and invited to become a member of the Committee. Four other companies received similar invitations.

At the resultant meeting, various information was provided and explained. It was also explained that only nine of the Committee's fourteen major generator members had signed the agreement retaining CSI, and that NPPD and the other four invitees would be expected to sign that agreement if they decided to become members of the Committee. The Chairman of the Committee commented that the invitees' membership was a matter of indifference to the Committee and that our participation was being solicited to satisfy the Committee's perceived need to create the impression that the Committee had afforded other PRPs an opportunity to participate at an early stage in the site remediation process. Finally, it was explained that no participation agreement among generator-PRPs was then in place.

After reviewing the information provided at the meeting, including a copy of the CSI agreement, NPPD notified the Committee that it was declining its invitation to join at that time, but indicating NPPD's willingness to participate with the group's activities if a reasonable basis for doing so could be developed.

Because NPPD's membership on the Committee had been linked to NPPD's execution of the CSI contract, brief comment on the substance of that agreement is in order. CSI claims to be a not-for-profit company which helps coordinate and manage the activities of PRP groups in connection with response actions at hazardous waste sites. Among the provisions of the CSI agreement found unacceptable by NPPD (and others) are those by which signatory PRPs agree to be jointly and severally liable to CSI for all PRP obligations under the agreement, one of which is an obligation to indemnify and defend CSI against claims and liabilities created by its negligent performance of activities under the agreement or otherwise in connection with the Site.

J. Scott Pemberton March 25, 1987 Page 3

NPPD attended the November meeting of the Committee in St. Louis. It is NPPD's perception that by that time the CSI agreement had become a devisive issue among existing Committee members, to the end that some members who had signed the agreement were threatening to strip non-signing members of their voting rights, and some non-signing members were insisting that the agreement be amended to rid it of certain unacceptable provisions. It is also NPPD's perception that this issue was distracting attention from the development of a participation agreement that could provide a means for creating a broad base of PRP participation in and contribution to the site remediation process.

Following the November Committee meeting, CSI met in December with representatives of several PRPs to discuss revisions that might be made to the CSI agreement to make it palatable to non-signing PRPs. NPPD was not invited to participate in those discussions. Revisions to the agreement were eventually proposed by CSI which do not, in NPPD's view, erase or even substantially address the concerns described above. NPPD has, accordingly, declined to execute that agreement.

Of more recent origin, efforts were made following the January 1987 Committee meeting to develop a participation agreement among PRPs that would form the basis for undertaking response actions in connection with the site. Although NPPD was a member of the task force that developed the initial draft of that agreement, NPPD was unable to endorse the draft because of several unacceptable provisions therein. On March 5, 1987, NPPD attended a session in Washington, D.C. with legal representatives of a majority of the Committee members/invitees who met to finalize the agreement. At that meeting, NPPD renewed its proposals to modify the several unacceptable provisions of the PRP Agreement and, in addition, attempted without success to persuade the group not to link the PRP agreement to membership on the Committee, or, alternatively, not to link membership on the Committee to execution of the CSI agreement.

By letter dated March 10, the Committee forwarded to NPPD copies of the PRP agreement and the CSI agreement instructing NPPD that its execution of both was required in order for NPPD to participate as a member of the Committee. Because of the continued unacceptable linkage of the two agreements, and because of NPPD's objections to certain substantive provisions in both the PRP Agreement and the CSI agreement, NPPD has declined to execute either document. Enclosed for your reference are copies of the Committee's March 10 letter to NPPD (without its enclosures), and NPPD's letter to the Committee responding to the same.

Your letter makes the comment that "the current negotiations between [NPPD] and the Committee***are critical to the future success of the Committee." Because of that, we would expect to see a legitimate effort made by the Committee very soon to accommodate the concerns of NPPD, and to encourage the significant participation of additional PRPs. As noted at the outset, NPPD is willing to participate in reasonable efforts to identify and satisfy any legal obligations it might have with respect to the site remediation

J. Scott Pemberton March 25, 1987 Page 4

process. In our enclosed letter to the Committee, NPPD outlined what we think is a reasonable basis for such participation. However, the Committee has not to date given NPPD any indication that it is willing to alter its adopted posture so as to encourage the meaningful participation of additional PRPs in its activities. Therefore, we cannot assure the Agency at this time that appropriate arrangements for NPPD's participation will be in place before the end of March.

Sincerely,

Robert A. Green

·/rh



OFFICE OF THE GENERAL COUNSEL P.O. BOX 499, COLUMBUS, NEBRASKA 68601 Tele: (402) 563-5568 or 563-5401

GENE D. WATSON
GENERAL COUNSEL
JOHN R. MCPHAIL
ASSISTANT GENERAL COUNSEL
JOHN C. MCCLURE
ROBERT A. GREEN
ATTORNEYS

March 25, 1987

Mr. Jene L. Robinson Chairman, Rose Chemicals Steering Committee Environmental Affairs Department A-17 Illinois Power Company 500 South 27th Street Decatur, IL 62525

Re: Clean Sites/PRP Agreements

Dear Mr. Robinson:

This letter is written on behalf of Nebraska Public Power District (NPPD) in response to yours of March 10 forwarding to us for execution the Clean Sites, Inc. (CSI) contract, with proposed amendments, and the recently developed Agreement Among Potentially Responsible Parties At The Martha C. Rose Chemicals, Inc. Site (PRP Agreement). For present purposes, your letter ends with the admonition: "Please do not bother sending a partial package."

NPPD's management has carefully considered the PRP Agreement and, for reasons discussed below, has found it to be unacceptable. In addition, NPPD previously concluded that the CSI contract is unacceptable, particularly because of its "Indemnification/Joint and Several" provisions, and has previously informed the Steering Committee that NPPD will not sign that agreement. NPPD, therefore, declines to execute either of the documents you sent.

Regarding the PRP Agreement, NPPD's objections include the following:

1. Scope. NPPD thinks it is unfortunate that the Steering Committee has chosen to limit the scope of the PRP Agreement to existing and invited Steering Committee members, rather than creating a contractual vehicle to broaden the base of participating PRPs. This observation is not new. Since NPPD was first invited to become a Steering Committee member, we have urged that the Committee develop an appropriate participation agreement available for execution by any PRP interested in contributing to the group's efforts. That position was most recently reiterated by NPPD (and others) at the March 5 legal subcommittee meeting in Washington, D.C.

Last September, your comments to us opposing any participation agreement were that you had enough difficulty managing fifteen entities and had no desire to try accommodating the concerns of dozens, or perhaps hundreds, of additional PRPs. Now that a form of PRP Agreement has been developed, the explanation for its limited scope is that it is aimed at apportioning

inter se the potential exposure of those PRPs who have executed the CSI contract. NPPD thinks it is unnecessary to limit the PRP Agreement to that narrow role. We also think it is unwise because it excludes from early involvement in substantial decisions affecting their potential liabilities additional PRPs whose participation will be critical to any equitable voluntary apportionment of costs or liabilities in connection with the site. Accordingly, NPPD again urges the Committee to consider encouraging the substantial participation of additional PRPs.

2. Allocable Amounts/Withdrawal. The PRP Agreement commits each of it signatories to contribute its allocable amount of all costs that the Steering Committee incurs or decides to incur. However, the agreement does not limit the amount of costs that the Steering Committee might decide now to incur in the future. Moreover, such future costs might include any manner of response action, whether at the site or elsewhere, and whether pursuant to an appropriate consent decree or otherwise.

With such an open-ended financial commitment, and especially in the absence of an acceptable consent decree or other agreement to focus the Steering Committee's future activities, NPPD considers it vital that each PRP retain an effective right to withdraw its participation should the same become inimical to its interest, contrary to the advice of counsel, or otherwise unwarranted or undesirable.

The withdrawal provisions in the existing PRP Agreement do not effectively provide this right. At the March 5 legal subcommittee meeting in Washington, D.C., NPPD suggested language that would limit a withdrawing PRPs future financial obligations under the agreement to expenditures made prior to the effective date of withdrawal. Others offered language that would limit such exposure to amounts reasonably invoiced prior to withdrawal. The PRP Agreement obligates withdrawing members to continue paying their allocated share of costs that might not be incurred until after their withdrawal; to pay for any increased share of past expenditures resulting from a future recalculation of shares; and to pay for liabilities arising out of the Agreement, even though such liabilities have not been manifested until after withdrawal. This is unacceptable to NPPD.

3. <u>Indemnification</u>. The PRP Agreement contains provisions whereby each Steering Committee member agrees to indemnify each other Steering Committee member for liabilities incurred by the other in performing activities under the agreement, whether or not the indemnifying party directed, controlled, or even agreed with the activity. This is unacceptable to NPPD.

Regarding the CSI contract, NPPD does not understand the Steering Committee's continued insistence that PRPs sign the CSI contract in order to participate as a member of the Steering Committee. The only explanations that have been articulated to me for this position are these:

1. The Steering Committee members who originally signed the CSI contract are not satisfied with its provisions, but,

since they were willing months ago to "paint themselves into a corner," other PRPs should be required now to do the same; and

2. The Steering Committee does not wish to create or continue recognizing separate classes of members, that is, signers and non-signers of the CSI contract.

The first of these explanations is not worthy of comment; the second is belied by the fact that the Steering Committee charter, as presently proposed for amendment, expressly recognizes at least four different entities whose membership on the Committee is not conditioned upon execution of the CSI contract. In short, the Steering Committee's position regarding the CSI contract is, we think, unreasonable. We also think it may prove to be counterproductive, particularly if the Steering Committee is sincere in its recent protestations that significant additional PRP participation is necessary to the continued viability of the group's efforts.

NPPD does not intend its refusal to sign the present forms of the CSI contract or the PRP Agreement as a disclaimer of NPPD's continuing willingess to participate with the group's efforts. NPPD believes that negotiated PRP response actions are generally preferable to litigated or other alternative forms of response actions.

As long ago as July 8, 1986, the Steering Committee circulated a memorandum advising recipient PRPs that their financial contributions to the group:

enables you to keep abreast of developments at the Site, to participate in decisions regarding how the cleanup is conducted, the development of a cost allocation formula, and in negotiations with EPA over the phased [A]dministrative Order on Consent that will likely be issued in the near future.*** [T]he Generators Group does intend to obtain participation from every company that can be identified as having wastes at the Rose Site.

In contrast to these representations, NPPD is not familiar with efforts made to date by the Steering Committee to elicit the substantive, as opposed to the merely financial, participation of generators other than the existing Steering Committee members and the handful of additionally "invited" Steering Committee members. We believe the Steering Committee should live up to its earlier representations and consider developing bases for meaningful participation by additional PRPs, especially as the important negotiations with responsible governmental entities proceed.

In that spirit, NPPD proposes the following as a basis for its contributions to the Steering Committee's activities.

1. The Steering Committee will furnish to NPPD in a timely manner pertinent information developed by or for the Steering

Committee necessary to keep NPPD abreast of developments relating to the Martha C. Rose Chemicals, Inc. Site (the NPPD will be permitted to attend meetings of the Steering Committee and its technical, legal and other NPPD relevant subcommittees. will be permitted participate in the Steering Committee's negotiations with EPA, the State of Missouri and other appropriate persons for decrees, orders, or other agreements regarding the investigation or conduct by PRPs of response actions and other matters arising from or related to the Site, and in the Steering Committee's negotiations for agreements between PRPs for apportioning costs or liabilities incurred or to be incurred in connection with the same.

- 2. The Steering Committee will send to NPPD, as and when the Steering Committee deems appropriate, written requests for payments, specifying the amount of the requested payment, and including information of sufficient kind and detail to permit NPPD to evaluate and determine the appropriateness of the requested contribution to the Steering Committee's activities.
- 3. Any amounts paid by NPPD to the Steering Committee will be taken into account by the Steering Committee and each of its members in connection with any claim or proceeding of any kind to apportion costs, or liabilities, or both, arising from or related to the Site.
- NPPD will not execute the present form of the CSI contract or the PRP Agreement, and will not indemnify the Steering Committee or its members for their activities in connection with the Site. Moreover, and more generally, it must be plainly understood and agreed that the Steering Committee and its members are not, nor shall any of them at any time or for any purpose represent or purport to be, the agent, employee or representative of NPPD. NPPD's contributions to, or its participation in any activities of, or its receipt or acceptance of any benefit from, the Steering Committee or any of its members, is not intended to constitute, nor shall they at any time or for any purpose be deemed to constitute, a ratification or acceptance by NPPD of any agreement or obligation at any time entered into or undertaken by the Steering Committee or any of its members. NPPD expressly reserves to itself the right and exclusive authority, in its sole discretion, to enter into or undertake, or to refuse to enter into or undertake, any such agreement or obligation, and NPPD shall not become a party to or be obligated under any such agreement or obligation without its express written approval.

5. NPPD's payments to, or its participation in any activities of, or its receipt or acceptance of any benefit from, the Steering Committee or any of its members, shall not constitute or be used by the Steering Committee, its members or any other person as evidence of any admission by NPPD of any law or fact, nor shall any of the same constitute or be interpreted or construed as an admission by NPPD of any liability under any federal, state or local laws, rules, regulations or ordinances, or as an admission that NPPD is in violation or has ever violated any such laws, rules, regulations or ordinances.

Please indicate whether the above is acceptable to the Steering Committee and we will prepare an appropriate document for execution by the Steering Committee members and NPPD to implement the same.

Sincerely.

Robert a Accent

Robert A. Green

/rh

cc: J. Scott Pemberton
 Legal Subcommittee Members
 and other PRPs (per attached list)

Mr. Jene L. Robinson Chairman, Rose Chemicals Steering Committee Environmental Affairs Department A-17 Illinois Power Company 500 South 27th Street Decatur, Illinois 62525

Re: Martha C. Rose Chemicals, Inc. Site

Dear Mr. Robinson:

Following Nebraska Public Power District's (NPPD) receipt of your letter of May 4, 1987 addressed to Mr. John Cooper, NPPD received from Clean Sites, Inc. an invoice requesting NPPD to contribute \$68,897.60 to the Rose Chemicals Site Administrative Fund. This letter responds to those items.

At the outset, NPPD does not intend to revisit any discussion as to whether the PRP or CSI Agreements should be amended to include NPPD as an additional Steering Committee member. Your May 4 letter is clear that NPPD will not be accepted as a Steering Committee member on terms other than those set forth in the existing PRP and CSI Agreements, as outlined in your letter of March 10, 1987.

NPPD disagrees with the comment in your May 4 letter that NPPD's March 25 letter to you is inconsistent with the "objectives" of the Steering Committee, at least insofar as the Steering Committee's stated objective is that of "fairly apportioning the cleanup cost of the site among the PRP's." Additionally, NPPD has no idea what your letter refers to when it characterizes our proposal as requiring that "the PRP Agreement must delegate the terms of indemnification."

Be that as it might, the central purpose of this letter is to dispel any notion that NPPD's continuing willingness to contribute to the Steering Committee's efforts is conditioned upon acceptance by the Steering Committee of any amendments to the existing PRP or CSI Agreements. Instead, NPPD's letter of March 25 outlined a proposal by which NPPD would be willing to participate with the Steering Committee without becoming a member.

It was, and is, NPPD's understanding that the Steering Committee desires to encourage the participation of non-Steering Committee PRP's. The existing Steering Committee agreement expresses that objective in several of its provisions. For instance, Section II. B. recites: "It is the intent of

Mr. Jene L. Robinson July 2, 1987 Page 2

the Steering Committee to amend this Agreement, if necessary, and/or to supplement this Agreement with such other documents as may be appropriate to, inter alia, further encourage the participation of other PRP's at the Site. \blacksquare

NPPD believes that the proposal outlined in our March 25 letter is a reasonable accommodation of NPPD's and the Steering Committee's mutual objectives. I am enclosing a form of agreement which NPPD thinks would implement that proposal in a simple and reasonable manner.

Kindly let me have the benefit of your thoughts regarding this matter at your convenience.

Sincerely,

Robert A. Green

/jt Enc.

AGREEMENT

This Agreement is entered into and effective as of the _____ day of _____, 1987, between the entities (collectively the Steering Committee, individually the Steering Committee Members) who have executed that certain Agreement Among Potentially Responsible Parties at the Martha C. Rose Chemicals, Inc. Site effective March 26, 1987 (the Steering Committee Agreement) and Nebraska Public Power District (NPPD), a public corporation and political subdivision of the State of Nebraska.

WITNESSETH:

WHEREAS, Martha C. Rose Chemicals, Inc. operated a facility (the Site) for the handling and disposal of polychlorinated biphenyls (PCBs) in Holden, Missouri pursuant to permits issued by the United States Environmental Protection Agency (EPA) from 1983 to 1986; and

WHEREAS, EPA has alleged that there is a release or threatened release of PCBs at the Site and intends to undertake investigations and remedial actions at the Site pursuant to its authority under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA); and

WHEREAS, NPPD and each of the Steering Committee Members has been identified by EPA as a potentially responsible party (PRP) for the Site pursuant to Section 107(a) of CERCLA; and

WHEREAS, the Steering Committee Members have adopted a charter dated May 22, 1986, as amended, and have executed the Steering Committee Agreement, pursuant to which the Steering Committee Members propose, among other things, to conduct negotiations with EPA, the State of Missouri, and other appropriate persons regarding matters arising out of and related to the Site, and to conduct investigations and response actions at the Site in a manner that protects public health and welfare and the environment, are cost effective, and are consistent with applicable laws and regulations, including the National Contingency Plan; and

WHEREAS, the Steering Committee desires the financial contribution of PRPs who are not Steering Committee Members and has requested NPPD to contribute \$68,897.60 for its activities, and has indicated that additional contributions may be requested of NPPD in the future; and

WHEREAS, NPPD denies any and all legal or equitable liability for any response costs incurred or to be incurred by EPA, the State of Missouri, the Steering Committee Members, or any other person, for any response action to be performed in connection with the Site, or for natural resource damages arising from the Site; and

WHEREAS, notwithstanding the above stated denial, NPPD recognizes that its interest in ensuring that a cost effective, environmentally acceptable, and legally appropriate remedy is selected for the Site may best be served

by contributing to the cooperative efforts undertaken by the Steering Committee Members;

NOW, THEREFORE, in consideration of the foregoing, the Steering Committee Members and NPPD agree as follows:

1. Initial Contribution.

Within 30 days after the effective date of this Agreement, NPPD shall pay to the Steering Committee the sum of \$68,897.60 by check payable to the Rose Chemicals Site--Administrative Fund.

2. Use of Funds.

The Steering Committee shall use any funds contributed hereunder by NPPD to pay only the reasonable costs incurred by or on behalf of the Steering Committee in carrying out investigations or other response actions at or in connection with the Site consistent with applicable laws and regulations, including the National Contingency Plan. Without expanding the foregoing, the Steering Committee shall use any funds contributed hereunder by NPPD to pay only those costs identified as "Shared Costs" in Section III.A. of the Steering Committee Agreement; provided, however, such funds shall not be used to pay any portion of any liabilities or obligations of the Steering Committee Members arising under any agreement to indemnify each other or a contractor retained by the Steering Committee or one or more Steering Committee Members for acts or omissions of such other Steering Committee Member(s) or contractor undertaken pursuant to such contract, including, without limitation, obligations of the Steering Committee Members pursuant to Section IV.A. of the Steering Committee Agreement, or article 12 of that certain agreement between the Steering Committee Members and Clean Sites, Inc. identified as Contract No. CSI-PRP-863, dated July 24, 1986, as amended.

3. Allocation of Expenses and Accounting.

NPPD shall receive a periodic accounting of incurred and/or proposed costs governed by this Agreement and the Steering Committee Agreement at such time as such accountings are furnished to the Steering Committee Members.

4. Future Contributions.

It is recognized that contributions may be requested of NPPD by the Steering Committee beyond the initial contribution made by NPPD pursuant to Section 1 of this Agreement. No additional contribution may be assessed against NPPD without NPPD's written approval. Any future request by the Steering Committee for additional contributions by NPPD shall be made by invoice accompanied by supporting documents to verify costs incurred or proposed to be incurred by or on behalf of the Steering Committee, and the basis of the proposed allocation of costs to NPPD.

5. Effect of Contributions.

All financial contributions made at any time by NPPD to the Steering Committee shall be taken into account by the Steering Committee and each

Steering Committee Member in connection with any claim or proceeding of any kind to apportion costs, or liabilities, or both, arising from or related to the Site.

6. Meetings.

NPPD will be apprised of all meetings of the Steering Committee and its subcommittees with at least as much advance notice as is provided to Steering Committee Members. To the extent feasible, such notice(s) shall include the matters to be discussed at the upcoming meeting(s). The minutes of each such meeting and all other information distributed to the Steering Committee Members regarding each such meeting shall be furnished to NPPD at the same time they are furnished to Steering Committee Members. Representatives of NPPD may attend all meetings of the Steering Committee and its subcommittees.

7. Information.

The Steering Committee will promptly furnish to NPPD information developed by or for the Steering Committee necessary to keep NPPD abreast of developments relating to the Site, including, without limitation, public statements, allocation rankings, financial accountings for costs covered by this Agreement and the Steering Committee Agreement, technical reports, draft work plans, and letters sent to or received from EPA, the State of Missouri and any regulatory body.

8. Public Affairs.

NPPD will be apprised in advance of any and all public statements to be made regarding the Steering Committee's actions and will be offered the opportunity to join in the public statement or offer a separate contemporaneous statement.

9. Contact and Negotiation with Regulatory Agencies.

NPPD will be apprised of all formal correspondence or other formal communications between the Steering Committee and state or federal regulatory agencies, including EPA, regarding the Site, and will be permitted to participate in the Steering Committee's negotiations with EPA, the State of Missouri and other appropriate persons for decrees, orders, or other agreements regarding the investigation or conduct by PRPs of response actions and other matters arising from or related to the Site, and in the Steering Committee's negotiations for agreements between PRPs for apportioning costs or liabilities incurred or to be incurred in connection with the same.

10. Confidentiality.

All documents or information received by NPPD from the Steering Committee or any Steering Committee Member pursuant to this Agreement shall be treated by NPPD in the same manner as information shared between or provided to Steering Committee Members as specified in Section VI.A. of the Steering Committee Agreement.

11. Agency.

The Steering Committee and the Steering Committee Members are not, nor shall any of them at any time or for any purpose represent or purport to be, the agent, employee or representative of NPPD. NPPD's contributions to, or its participation in any activities of, or its receipt or acceptance of any benefit from, the Steering Committee or any Steering Committee Member, is not intended to constitute, nor shall they at any time or for any purpose be deemed to constitute, a ratification or acceptance by NPPD of any agreement or obligation at any time entered into or undertaken by the Steering Committee or any of its members. NPPD expressly reserves to itself the right and exclusive authority, in its sole discretion, to enter into or undertake, or to refuse to enter into or undertake, any such agreement or obligation, and NPPD shall not become a party to or be obligated under any such agreement or obligation without its express written approval. Nothing contained in this Agreement shall create a relationship, direct or indirect, between NPPD and any contractor retained by the Steering Committee or any Steering Committee Member(s).

12. Denial of Liability.

NPPD's payments to, or its participation in any activities of, or its receipt or acceptance of any benefit from, the Steering Committee or any Steering Committee Member, shall not constitute or be used by the Steering Committee, the Steering Committee Members or any other person as evidence of any admission by NPPD of any law or fact, nor shall any of the same constitute or be interpreted or construed as an admission by NPPD of any liability under any federal, state or local laws, rules, regulations or ordinances, or as an admission that NPPD is in violation or has ever violated any such laws, rules, regulations or ordinances.

13. Entire Agreement.

This Agreement constitutes the entire understanding of NPPD and the Steering Committee Members with respect to its subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date and year first above written.

By:
Title:

STEERING COMMITTEE MEMBERS

By:
Title:

NEBRASKA PUBLIC POWER DISTRICT

September 17, 1987

Mr. Gary E. Johnson Chairman, Rose Chemicals Legal Subcommittee Iowa Public Service Company P.O. Box 778 Sioux City, IA 51102

Re: Rose Chemicals

Dear Mr. Johnson:

Pursuant to your telephone conversation last month with John Cooper and me, enclosed for your review and comment is a draft letter addressed to Jene Robinson by which NPPD proposes to set out its understanding of the basis upon which NPPD will make the approximately \$69,000 contribution requested to date by the Steering Committee. We have attempted to address in the enclosed draft all the concerns you described to us on behalf of the Committee. We look forward to receiving your comments.

Sincerely,

Robert A. Green

/rh Enc. Mr. Jene L. Robinson Chairman, Rose Chemicals Steering Committee Environmental Affairs Department A-17 Illinois Power Company 500 South 27th Street Decatur, Illinois 62525

Re: Martha C. Rose Chemicals, Inc. Site

Dear Mr. Robinson:

Enclosed is Nebraska Public Power District's check in the amount of \$68,897.60, the amount of the contribution requested of NPPD by the Rose Chemicals Steering Committee. This letter sets forth NPPD's understanding of the basis upon which the contribution is made.

The Steering Committee is made up of companies identified by the United States Environmental Protection Agency as potentially responsible parties under the provisions of the federal Superfund law in connection with the PCB disposal facility operated by Martha C. Rose Chemicals, Inc. at its Site in Holden, Missouri. NPPD has also been identified by EPA as a PRP with respect to the Site.

The Committee members deny liability for costs or damages of any kind arising from the Site. So does NPPD. Nevertheless, the Committee members believe that their interest in seeing that an environmentally acceptable and legally appropriate remedy is selected for the Site may best be served by cooperatively negotiating with EPA and others regarding matters arising from the Site, and by conducting investigations and response actions at the Site in a cost effective manner that protects public health and the environment consistent with applicable laws and regulations. The Committee members also believe that their cooperative actions may best serve their interests in bringing about a fair apportionment of costs among PRPs in accordance with their respective legal liabilities. NPPD believes that its similar interests might best be served by contributing to these cooperative efforts of the Committee members.

The amount of the enclosed contribution is equal to ten cents per pound of waste shipped by NPPD to the Site as tentatively determined by Clean Sites, Inc., and reflected in its "Interim Waste-In List" dated April 27, 1987. Requests for contributions on that basis have been directed by the Steering Committee to the other non-member PRPs who shipped more than 10,000 pounds of waste to the Site. Funds contributed by NPPD will be used only to pay the reasonable costs incurred by or on behalf of the Committee in carrying out cost effective investigations or other response actions in connection with the Site consistent with applicable laws and regulations.

NPPD has received a number of mailings from the Committee during the past year providing information concerning the Site and the Committee's activities. The Committee will continue to furnish NPPD with information prepared by or for the Committee necessary to keep NPPD abreast of developments relating to the Site and the Committee's activities, including information concerning its negotiations with EPA and others, and including reports concerning costs

Mr. Jene L. Robinson September 17, 1987 Page 2

incurred or proposed to be incurred by the Committee. By making the contributions requested by the Committee, NPPD and other contributing non-member PRPs will be invited to attend meetings of the Steering Committee.

Additional contributions may be requested of NPPD by the Steering Committee in the future. By making the enclosed contribution, NPPD does not obligate itself to make any additional contributions. Such future requests for contributions will be evaluated by NPPD as and when received.

All financial contributions made at any time by NPPD to the Steering Committee shall be taken into account by the Steering Committee and each of its members in connection with any claim or proceeding of any kind to apportion costs, or liabilities, or both, arising from or related to the Site. NPPD's payments to, or its participation in any activities of, or its receipt or acceptance of any benefit from, the Steering Committee or any of its members, shall not constitute or be used by the Steering Committee, its members, or any other person as evidence of any admission by NPPD of any law or fact, nor shall they constitute or be construed as an admission by NPPD of any liability under any federal, state or local laws, rules, regulations or ordinances, or as an admission that NPPD is in violation or has ever violated any such laws, rules, regulations or ordinances. The Steering Committee and its members are not agents, employees or representatives of NPPD. NPPD's contributions to the Steering Committee do not constitute a ratification or acceptance by NPPD of any agreement or obligation at any time entered into or undertaken by the Steering Committee or any of its members. NPPD reserves to itself the exclusive right in its sole discretion to enter into or undertake, or to refuse to enter into or undertake, any such agreement or obligation, and NPPD shall not become a party to or be obligated under any such agreement or obligation without its express written approval. the enclosed contribution, no relationship, direct or indirect, between NPPD and any contractor retained by the Steering Committee or its members is created.

Kindly acknowledge that the contents of this letter reflect the understanding of the Steering Committee and its members regarding the basis of NPPD's contribution to the Committee by signing in the space provided below and returning to the undersigned the enclosed copy of this letter. We look forward to working with the Committee members toward our mutual goal of concluding and fairly apportioning the liabilities for an efficient, effective and reasonable cleanup of the Site in accordance with applicable laws and regulations.

Sincerely,

Robert A. Green

Acknowledged and agreed to:

UM45626



GENERAL OFFICE P.O. BOX 499, COLUMBUS, NEBRASKA 68601-0499 TELEPHONE (402) 564-8561

July 29, 1988

Mr. Jene L. Robinson Chairman, Rose Chemicals Steering Committee Environmental Affairs Department A-17 Illinois Power Company 500 South 27th Street Decatur, IL 62525

Re: Martha C. Rose Chemicals

Dear Mr. Robinson:

I have your letter of July 20 which, among other things, asks that I inform you of any instructions NPPD might have for handling our check while the Steering Committee considers NPPD's proposal set forth in my letter to you of July 15. Thank you for your courtesy in this regard, but no special handling will be required for our check during the deliberation period as described in your letter.

Also, while NPPD's proposal speaks for itself, I wish to comment on a couple items in the third paragraph of your letter to avoid any misunderstanding as to the spirit in which NPPD's proposal has been made.

Your letter suggests that NPPD desires to establish expenditure restrictions unique to NPPD. We have tendered our payment with the understanding that it will be used to pay NPPD's appropriate share of reasonable response costs. We assume that that is a purpose shared by all participating PRPs, Committee members and non-members alike.

Your letter also suggests that NPPD refuses to commit to pay its share of future cleanup costs. We do not understand that comment. We have tendered our payment for the purpose of paying NPPD's share of cleanup costs, the majority of which costs, as we understand it, are to be incurred in the future. It is our further understanding that the amount of our payment represents the Steering Committee's best current estimate of NPPD's share of total cleanup costs. We believe it is reasonable for NPPD to reserve the right to evaluate a request for additional contributions that the Steering Committee might make in the future due to a revision of its budget or for other reasons.

Again, thank you for your courteous attention to this matter.

Very truly yours,

Don E. Schaufelberger, President and CEO

RECD

/rh

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cc: J. Scott Pemberton

EPA CNSL



OFFICE OF THE GENERAL COUNSEL P.O. BOX 499, COLUMBUS, NEBRASKA 68601 Tele: (402) 563-5568 or 563-5401

GENE D. WATSON GENERAL COUNSEL

JOHN C. McCLURE ROBERT A. GREEN BONNIE J. HOSTETLER DAVID G. DALES ATTORNEYS October 4, 1988

Sheldon A. Zabel, Esq. Schiff, Hardin & Waite 7200 Sears Tower Chicago, IL 60606

Re: Martha C. Rose Chemicals, Inc. Site,

Holden, Missouri (the site)

Dear Mr. Zabel:

By Jene Robinson's letter of August 22, 1988, Nebraska Public Power District (NPPD) was informed that the Rose Chemicals Steering Committee has rejected NPPD's proposal to participate with the Committee's activities at the site as set forth in NPPD's letter to Mr. Robinson of July 15. We are disappointed by the Committee's action in this regard, and note that Mr. Robinson's letter did not indicate any substantive objection to NPPD's proposal.

Nevertheless, NPPD continues to be willing to develop a reasonable basis for participating with the Committee's activities in connection with the site. We have previously expressed our objection to certain provisions of the Consent Party Agreement, and it is our understanding that PRPs other than NPPD have expressed concerns similar to ours regarding that Agreement.

In that connection, we have received the Committee's memorandum of September 23, 1988 titled "Update of Buyout/Consent Party Offer" which, among other things, seeks to "clarify" the Committee's intentions regarding certain provisions of the Consent Party Agreement. We think an approach along those lines might have merit in addressing the legitimate concerns of NPPD and others concerning that Agreement.

Therefore, we would be interested in discussing at your convenience this and perhaps other approaches that might lead to developing a reasonable basis for NPPD's participation with the Committee's activities. I look forward to discussing these matters with you further in the near future.

Sincerely,

Reben a Hum

Robert A. Green

/rh

cc: Jene L. Robinson-

Rena I. Steinzor, Esq. William F. Howard, Esq.

Extra copy: . Scott Pemberton 10/5/88

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EPA-CNSL-CERCLA



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GENE D. WATSON
GENERAL COUNSEL
JOHN R. MCPHAIL
ASSISTANT GENERAL COUNSEL
JOHN C. MCCLURE
ROBERT A. GREEN
ATTORNEYS

October 8, 1986

J. Scott Pemberton Assistant Regional Counsel United States Environmental Protection Agency Region VII 726 Minnesota Avenue Kansas City, KS 66101

Re: Proposed Administrative Order on Consent; Martha C. Rose Chemicals, Inc., Holden, Missouri

Dear Mr. Pemberton:

This letter is written on behalf of Nebraska Public Power District (NPPD) following our telephone conversation of October 6 regarding the Martha C. Rose Chemicals, Inc. facility in Holden, Missouri (the Site). As we discussed at that time, NPPD received late last week from attorney Sheldon Zabel a copy of a portion of a proposed Administrative Order on Consent in connection with the Site which had been previously forwarded to him by you on behalf of EPA Region VII. The statement of work, which apparently completes the text of the proposed order, was not received by NPPD until the morning of October 6. As you know, NPPD is listed among the "Generator Respondents" in the caption of the proposed order.

As you explained it, the terms of the proposed order represent the product of negotiations carried on over the past several months between the Agency and representatives of the Rose Chemicals Steering Committee. As we understand it, the Steering Committee is not a legal entity, but a group of "potentially responsible parties" who have voluntarily associated themselves for the purpose of conducting activities in connection with the Site. As I advised you during our conversation, NPPD is not a member of the Steering Committee, nor has it retained or otherwise authorized the Steering Committee or any of its members or contractors to negotiate (or conduct any other activity) on behalf of NPPD. NPPD had not been privy to any discussions or negotiations between the Agency and the Steering Committee which might have contributed to the content of the proposed order. Nor had the Agency communicated with NPPD regarding the order prior to circulating it last week.

For those reasons, and the purpose of my call was to advise you of this fact, NPPD will not have had the opportunity to properly and responsibly evaluate the order and the propriety of NPPD's signing it before October 8, the date

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J. Scott Pemberton October 8, 1986 Page 2

specified in your cover letter to Mr. Zabel as the date upon which you must be notified if any respondent decides not to enter into the agreement at this time.

Sincerely,

Robert A. Green

/rh

cc: Sheldon A. Zabel, Esq. Jene L. Robinson

GENE D. WATSON GENERAL COUNSEL

JOHN C. McCLURE ROBERT A. GREEN BONNIE J. HOSTETLER DAVID G. DALES ATTORNEYS

February 13, 1989

J. Scott Pemberton, Esq. Assistant Regional Counsel United States Environmental Protection Agency, Region VII 726 Minnesota Avenue Kansas City, KS 66106

Re: Martha C. Rose Chemicals, Inc. Site, Holden, Missouri

Dear Mr. Pemberton:

This letter is written on behalf of Nebraska Public Power District (NPPD) in response to yours of January 18 addressed to L. John Cooper in which you informed NPPD that the Rose Chemicals Steering Committee (the Committee) has now identified NPPD as a "non-participating party" with respect to the above-referenced site.

NPPD appreciates EPA's concern in recovering response costs incurred by EPA in connection with the site. Your letter states that EPA anticipates that recovery of such costs might be sought from non-participating parties.

Although the Committee has identified NPPD as a non-participating party, NPPD disagrees with that characterization and takes this opportunity to briefly clarify the record.

In your letter to Mr. Cooper of June 22, 1988, you asked whether NPPD would participate with the Committee pursuant to a Consent Party Agreement that had been developed by the Committee and submitted to us on a take-it-or-leave-it basis. NPPD's responsive letter of July 15 explained why we found the terms of the Consent Party Agreement to be unreasonable and unacceptable. We also chronicled in some detail the efforts we had previously taken to participate with the Committee's activities on a reasonable basis.

Reiterating the entire history of our efforts to work with the Committee would serve little purpose here. Of importance to the present matter, our July 15 letter also advised EPA that NPPD was forwarding to the Committee our check in the amount of \$1,051,073.28, accompanied by a letter setting forth what NPPD believed to be a reasonable basis for our participation with the Committee's efforts to clean up the site. The amount of our check was the amount requested of NPPD by the Committee, and purportedly represented the Committee's estimate of NPPD's share of all clean-up costs for the site as then projected by the Committee, including all costs incurred through that date and all costs expected to be incurred through completion of the Committee's clean-up efforts.

The Committee returned NPPD's check. The Committee did not, then or at any

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J. Scott Pemberton, Esq. February 13, 1989 Page 2

time, state or assert that NPPD's suggested basis for participation was unreasonable in any respect.

NPPD has and has demonstrated a sincere and consistent willingness to participate on a reasonable basis with the Committee for the purpose of voluntarily meeting any legal obligation that NPPD might have for the site. Since the Committee is apparently not representing our intentions and actions accurately, we want you to know from us that NPPD has not refused to participate with the Committee on a reasonable basis. We expect that EPA will correct its records accordingly.

Sincerely,

Robert A. Green

/kh



OFFICE OF THE GENERAL COUNSEL P.O. BOX 499, COLUMBUS, NEBRASKA 68601 Tele: (402) 563-5568 or 563-5401

GENE D. WATSON
GENERAL COUNSEL

JOHN C. McCLURE ROBERT A. GREEN BONNIE J. HOSTETLER DAVID G. DALES ATTORNEYS

May 30, 1989

Sheldon A. Zabel, Esq. Schiff, Hardin & Waite 7200 Sears Tower 233 South Wacker Drive Chicago, IL 60606

Re: Martha C. Rose Chemicals, Inc. Site, Holden, Missouri (the Site)

Dear Mr. Zabel:

We have your May 11 letter which clarifies certain statements in your April 3 letter concerning our understanding of the Consent Party Agreement (the Agreement). With those clarifications, and based on the following, Nebraska Public Power District (NPPD) again proposes to execute the Agreement to participate with the Steering Committee Parties in their efforts to clean up the Site.

Interpretation of the Agreement. Interpretations of the Agreement are set forth in the following documents: (1) a memorandum dated August 5, 1988 from Mr. Jene L. Robinson addressed to "Rose Chemicals Consent Parties and Uncommitted PRP's"; (2) a memorandum dated September 23, 1988 from Mr. Jene L. Robinson addressed to "Uncommitted Rose Chemicals PRP's"; and (3) a letter dated November 18, 1988 from you to Ms. Rena I. Steinzor, wherein two earlier letters are incorporated by reference. Notwithstanding Section 15 of the Agreement, the interpretations of the Agreement set forth in the identified documents are accepted by the Steering Committee Parties as definitive and binding statements of their intentions and obligations under the Agreement.

Late Participation Charge. In addition to the amount of its Consent Payment (\$1,051,073.28), NPPD will also pay an amount equal to the amount of interest that would have been earned on the Consent Payment from July 19, 1988 to the date NPPD sends its payment at the average rate of interest earned on the funds of other contributing PRP's invested by the Steering Committee Parties during that period (which rate we understand to be 7.95%). This additional amount will be attributed among the participants in a manner to be finally determined by the Steering Committee.

<u>Execution of the Agreement.</u> It is our understanding that the above proposal is acceptable to the members of the Rose Chemicals Buyout Task Force, who will recommend its approval by the Steering Committee Parties. However, the Agreement is subject to final approval of the Steering Committee Parties. You

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will notify us when the proposal has been approved by the Steering Committee Parties and provide us a copy of the Agreement executed by the Steering Committee Parties so that we may present the matter to our Board of Directors for their approval. When so approved, we would thereafter forward to you (1) the Agreement executed on behalf of NPPD, and (2) NPPD's check in the amount of \$1,051,073.28, plus the late participation charge calculated at the rate and in the manner described above.

Thank you for your efforts and courteous attention in connection with this matter.

Sincerely,

Robert A. Green

/kh

cc: Jene L. Robinson

3. Scott Pemberton



OFFICE OF THE GENERAL COUNSEL P.O. BOX 499, COLUMBUS, NEBRASKA 68601 Tele: (402) 563-5568 or 563-5401

GENE D. WATSON GENERAL COUNSEL

June 28, 1989

JOHN C. McCLURE ROBERT A. GREEN BONNIE J. HOSTETLER DAVID G. DALES ATTORNEYS

Sheldon A. Zabel, Esq. Schiff, Hardin & Waite 7200 Sears Tower 233 South Wacker Drive Chicago, IL 60606

Re: Martha C. Rose Chemicals, Inc. Site, Holden, Missouri

Dear Sheldon:

Enclosed is a copy of the Rose Chemicals Consent Party Agreement (the Agreement) executed on behalf of Nebraska Public Power District (NPPD). Also enclosed is NPPD's check in the amount of \$1,130,283.89, which includes NPPD's Consent Payment (\$1,051,073.28) plus the late participation charge (\$79,210.61) calculated at the rate of 7.95% per annum for the period after July 19, 1988 through June 30, 1989.

The enclosed does not include an Attachment C, which would be a list of all Consent Parties who have executed the Agreement. Your letter to me of June 21 advises that Attachment C does not presently exist in final form because there are still a couple entities in addition to NPPD who may yet execute the Agreement. You anticipate that Attachment C will be prepared in the near future and copies will be provided to all parties when available.

It is our understanding that the Steering Committee Parties have accepted NPPD's participation pursuant to the provisions of the Agreement as interpreted in memorandums from Jene Robinson dated August 5, 1988 and September 23, 1988, and in a letter from you to Rena Steinzor dated November 18, 1988 in which two earlier letters are incorporated by reference. The enclosed copy of the Agreement was previously executed on behalf of the Steering Committee Parties, and it is our understanding that nothing further needs to be done by them to effectuate the Agreement. Acceptance of the enclosed submittals will be sufficient to confirm our understanding.

We appreciate your efforts in connection with this matter and look forward to working with the Steering Committee Parties in their continuing efforts for cleanup of the Site.

Sincerely,

Robert A. Green

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REC'D

Enc.

JUN 30 1989

cc: Mr. Jene L. Robinson w/o enclosures
Mr. J. Scott Pemberton w/o enclosures

EPA CNSL/CERCLA REGION VII